



भारत का राजपत्र

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No. 10] NEW DELHI, SATURDAY, MARCH 7, 1987/PHALGUNA 16, 1908

इस भाग में भिन्न पृष्ठ संख्या वाली जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके।

Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)
PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आवेदन और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 12 जनवरी, 1987

मूचना

प्रदिपत्र

का. आ. 586.—नोटरीज 18-8-86 की नमस्कारक अधिसूचना की चौथी पंक्ति में, "चिराला" शब्द के स्थान पर, जो "व्यवसाय करने" शब्दों के पूर्व आया है, "प्रकाशम्" पढ़े।

[सं. का. 5(56)/86-न्या.]

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 12th January, 1987

NOTICE

CORRIGENDUM

S.O. 586.—In the notification of even number, dt. 18-8-86, in place of the word "Chirala", appearing after the words "to practice in", in the fifth line, please read as "Prakasam".

[No. F. 5(56)/86-Judl.]

नई दिल्ली, 13 फरवरी, 1987

मूचना

का. आ. 587.—नोटरीज नियम, 1956 के नियम 6 के अनुसार में गश्तम प्राधिकारी द्वारा यह मूचना दी जाती है कि श्रीमती सरिता तोलानी, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक श्राविदत इस बात के लिए दिया है कि उसे प्रलब्ध व्यवसाय करने के लिए नोटरी के रूप में नियमन किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियमित पर किसी भी प्रकार का आक्षेप इस मूचना के प्रकाशन के चौदह दिन के भीतर नियमित रूप में मेरे पाण में जाए।

[मं. 5(41)/86-न्या.]

New Delhi, the 13th February, 1987

NOTICE

S.O. 587.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Smt. Sarita Tolani, Advocate for appointment as a Notary to practise in Alwar.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(41)/86-Judl.]

नई दिल्ली, 17 फरवरी, 1987

गृहना

का.आ. 588.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सकाम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री देवराज, एक्सोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे फोलबाग एवं तीम हजारी कांडे खिली व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्त पर किसी भी प्रकार का आवेदन इस सूचना के प्रकाशन के बीचहूँ दिन के भीतर निष्पत्ति रूप में मेरे पास भेजा जाए।

[स. 5(19)/87-न्याय]

New Delhi, the 17th February, 1987

NOTICE

S.O. 588.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Dev Raj, Advocate for appointment as a Notary to practise in Karolbagh and Tis Hazari, Delhi.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(19)/87-Judl.]

मुख्यमंत्री

का.आ. 589: नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सकाम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री योगेश्वर प्रसाद त्रिपाठी, एक्सोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे नई दिल्ली एवं तीम हजारी खिली व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्त पर किसी भी प्रकार का आवेदन इस सूचना के प्रकाशन के बीचहूँ दिन के भीतर निष्पत्ति रूप में मेरे पास भेजा जाए।

[स. 5(20)/87-न्याय]

प्रार.एन. पोद्दार, सकाम प्राधिकारी

NOTICE

S.O. 589.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Yogeshwar Prasad Tripathi, Advocate for appointment as a Notary to practise in New Delhi] Tis Hazari Court, Delhi.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(20)/87-Judl.]

R. N. PODDAR, Competent Authority

गृह मंत्रालय

(शास्त्रिक सुरक्षा विभाग)

(पुनर्वास प्रभाग)

नई दिल्ली, 6 फरवरी, 1987

का.आ. 590.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार इसके द्वारा विशेष सचिव, विहार सरकार, राजस्व व भूमि सुधार विभाग को, विशेष सचिव के रूप में उनके अपने कार्यभार के प्रतिरिक्षण विहार राज्य के अन्वर “मुद्रावास पूल” के भंडार

की भूमि और सम्पत्तियों के संबंध में उक्त अधिनियम द्वारा अधिकारी उक्त अधिकारी को सौंपे गए कार्यों का निष्पादन करने के लिए बन्दोबस्त आयुक्त नियुक्त करती है।

2. इससे दिनांक 17-1-1985 की अधिसूचना संभ्या -1 (12)/वि. से/84-एम. एम. II का अविकल्प किया जाता है।

[संभ्या - 1 (12)/वि. से/84-एम. एम. II(ग)]

MINISTRY OF HOME AFFAIRS

(Department of Internal Security)

(Rehabilitation Division)

New Delhi, the 6th February, 1987

S.O. 590.—In exercise of the powers conferred by Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Special Secretary to the Government of Bihar, Revenue and Land Reforms Department, as Settlement Commissioner for the purpose of performing, in addition to his own duties as Special Secretary, the functions assigned to such Settlement Commissioner by or under the said Act, in respect of the lands and properties forming part of the Compensation Pool within the State of Bihar.

2. This supersedes Notification No. 1(12)/Spl. Cell/84-SS. II, dated 17th January, 1985.

[No. 1(12)/Spl. Cell/84-SS. II(C)]

का.आ. 591:—निवासन सम्पत्ति प्राप्तासन अधिनियम, 1950 (1950 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार इसके द्वारा तकाल प्रभाव से विशेष सचिव, राजस्व व भूमि सुधार विभाग, विहार सरकार को, विशेष सचिव के रूप में उनके अपने कार्यभार के प्रतिरिक्षण उक्त अधिनियम के द्वारा अधिकारी उसके अधीन सहायक महाभिरक्त को सौंपे गए कार्यों का निष्पादन करने के लिए सहायक महाभिरक्त विषयक सम्पत्ति, नियुक्त करती है।

2. इसमे 17 जन., 1985 की अधिसूचना संभ्या 1(12)/वि. से/84-एम. एम. II का अविकल्प किया जाता है।

[संभ्या-1 (12)/वि. से/84-एम. एम. II(क)]

S.O. 591.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints with immediate effect, special Secretary, Department of Revenue and Land Reforms, Government of Bihar, to be the Assistant Custodian General of Evacuee Property in addition to his own duties, as Special Secretary for the purpose of discharging the duties imposed on such Assistant Custodian General by or under the said Act.

2. This supersedes Notification No. 1(12)/Spl. Cell/84-SS. II, dated the 17th January, 1985.

[No. 1(12)/Spl. Cell/84-SS. II(A)]

का.आ. 592:—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम 1954 (1954 का 44) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार एवं द्वारा विकास कार्यान्वय में महाराष्ट्र बंदोबस्त आयोजन, हंजीनिप्र अधिकारी तथा प्रशासनिक अधिकारी को, एक बंदोबस्त आयुक्त, हंजीनिप्र अधिकारी तथा प्रशासनिक अधिकारी के रूप में उनके अपने कार्यभार के प्रतिरिक्षण उक्त अधिनियम के अन्वर दिल्ली तथा नई दिल्ली में भरकार द्वारा नियमित सम्पत्तियों के पद्धते अधिकार वाहन विलेख जारी करने और पट्टा-विशेष के परिवर्तन दिल्ली तथा नई दिल्ली में ऐसी सम्पत्तियों के साथ संलग्न प्रतिकर पूल के लिए भाग अधिरिक्षण भू-खंडों तथा सुधारक क्षेत्र के आवंटन संबंधी प्रबद्ध अधिकारी के कार्यों के निष्पादन के प्रयोगम से प्रबंध अधिकारी नियुक्त करती है।

2. यह प्रधिसूचना तारीख 17-4-1986 की प्रधिसूचना संख्या - 4(42)/83-एस. एस. II (क) के प्रधिकरण में जारी की जाती है।

[संख्या - 4(42)/83-एस. एस. II]
मुख्यमन्त्री असलम, उप मंत्रिव

S.O. 592.—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Assistant Settlement Commissioner, Engineer Officer and Administrative Officer in the Land and Development Office under Ministry of Urban Development as Managing Officers for the purpose of performing, in addition to their own duties as Assistant Settlement Commissioner, Engineer Officer and Administrative Officer, the functions of a Managing Officer by or under the aforesaid Act in respect of issue of lease or conveyance deeds of Government built properties in Delhi and New Delhi and conversion of lease-deeds, allotment of additional strips of land and correctional areas adjoining such properties in Delhi and New Delhi forming a part of the Compensation Pool.

2. This supersedes, Notification No. 4(42)/83-SS. II(A), dated the 17th April, 1986.

[No. 4(42)/83-SS. II
M. ASLAM, Dy. Secy.

नई दिल्ली, 9 फरवरी, 1987

का. भा. 593.—निष्कान्त संपत्ति प्रशासन प्रधिनियम, 1950 (1950 का 31) की धारा 55 की उपधारा (3) द्वारा महाभिरक्षक के रूप में मध्ये प्रवत्त शक्तियों का प्रयोग करते हुए मैं इसके द्वारा इस विभाग की दिनांक 6 फरवरी, 1987 की प्रधिसूचना संख्या-1(12)/वि. से./84-एस. एस. II (क) द्वारा विहार गाम के लिए सहायक महाभिरक्षक निष्कास सम्पत्ति के रूप में नियुक्त विशेष मंत्रिव गजन्य व भूमि सुधार विभाग विहार सरकार को महाभिरक्षक की निम्न शक्तियां सौंपता हूँ:-

- (1) प्रधिनियम की धारा 24 और 27 के अधीन शक्तियां।
 - (2) प्रधिनियम की धारा 10 (2) (O) के अधीन किसी भी निष्कास सम्पत्ति के हस्तान्तरण के अनुमोदन की शक्तियां।
 - (3) निष्कान्त सम्पत्ति प्रशासन (केंद्रीय) नियम, 1950 के नियम 30-क के अधीन मामलों के हस्तान्तरण की शक्तियां।
2. इसमें 22 जन., 1985 की प्रधिसूचना संख्या-1(12)/वि. से./84-एस. एस. II का प्रधिकरण किया जाता है।

[संख्या - 1 (12)/वि. से./84-एस. एस. II(ब)]

New Delhi, the 9th February, 1987

S.O. 593.—In exercise of the powers conferred on me as Custodian General by Sub-Section (3) of Section 55 of the Administration of Evacuee Property Act 1950 (31 of 1950), I hereby delegate to Special Secretary, in the Revenue and Land Reforms Department, Government of Bihar, appointed as Assistant Custodian General of Evacuee Property for the State of Bihar vide this Department's Notification No. 1(12)/Spl. Cell/1984-SS. II(A) dated the 6th February, 1987 the following powers of the Custodian General:—

- (i) Powers under Section 24 and 27 of the Act.
- (ii) Powers of approval of transfer of any Evacuee Property Under Section 10(2)(O) of the Act.
- (iii) Powers of transfer of cases under Rule 30-A of the Administration of Evacuee Property (Central) Rules, 1950.

2. This supersedes Notification No. 1(12)/Spl. Cell/84-SS. II(A) dated the 22nd January, 1986.

[No. 1(12)/Spl. Cell/84-SS. II(B)]

का. भा. 594. विस्थापित व्यक्ति (प्रतिकर संथा पुनर्वास) प्रधिनियम 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदल शक्तियों का प्रयोग करते हुए मैं इसके द्वारा विशेष सक्रिय, विहार सरकार, गजन्य व भूमि सुधार विभाग को, जो इस विभाग की दिनांक 6 फरवरी, 1987 की प्रधिसूचना संख्या-1(12)/वि. से./84-एस. एस. II (ग) द्वारा बन्दोबस्त आयुक्त के लिए रूप में नियुक्त किया गए हैं, मध्य बन्दोबस्त आयुक्त की निम्न शक्तियां सौंपता हूँ:-

- (1) उस प्रधिनियम की धारा 23 के प्रधोन अपील मुनाफे की शक्तियां।
- (2) उस प्रधिनियम की धारा 24 के अंतर्गत पुनरीधारण मुनाफे की शक्तियां।
- (3) उक्त प्रधिनियम की धारा 28 के अन्तर्गत मामलों के हस्तान्तरण की शक्तियां।

2. इसमें 22-1-1985 की प्रधिसूचना संख्या - 1(12) वि. से./84-एस. एस. II(ब) का प्रधिकरण किया जाता है।

[संख्या - 1 (12)/वि. से./84-एस. एस. II(ब)]
जी. पा. एस. माही, मुख्य बन्दोबस्त आयुक्त

S.O. 594.—In exercise of the powers conferred by sub-Section (2) of Section 34 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), I hereby delegate to Special Secretary to the Government of Bihar, Revenue and Land Reforms Department, appointed as Settlement Commissioner, vide this Department's Notification No. 1(12)/Spl. Cell/84-SS. II(C), dated the 6th February, 1987 the following powers of the Chief Settlement Commissioner:—

- (i) Powers to hear appeals under Section 23 of the said Act.
- (ii) Powers to hear revisions under Section 24 of the said Act.
- (iii) Powers to transfer cases under Section 28 of the said Act.

2. This supersedes Notification No. 1(12)/Spl. Cell/84-SS. II(D), dated 22nd January, 1985.

[No. 1(12)/Spl. Cell/84-SS. II(D)]

G. P. S. SAHI, Chief Settlement Commissioner

कार्मिक सेक्रेट शिकायत तथा प्रेषण मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 12 फरवरी, 1987

का. भा. 595.—केन्द्रीय सरकार, दृष्ट प्रतिक्रिया संहिता, 1973 (1973 का 2) की धारा 24 की उपधारा (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री ए. बी. शैलगत, अधिवक्ता, मुम्बई को, सीशन न्यायालय मुम्बई में श्री नारायण सिंह यादव और अन्यों के विरुद्ध आर. सी. 1/ई/76, 3/ई/76, 5/ई/76 और 8/ई/76 — दिल्ली का अधियोजन संचालन करते और अतिरिक्त मध्य महानगर मजिस्ट्रेट 32वा न्यायालय, मुम्बई के न्यायालय में श्री नारायण सिंह यादव एवं अन्यों के विरुद्ध आर. सी. 2/ई/76, 4/ई/76, 6/ई/76 और 7/ई/76 दिल्ली का अधियोजन संचालन करते के लिए विशेष लोक अधियोजक नियुक्त करती है।

[संख्या 225/45/86 - ए. बी. ई. (II)]

MINISTRY OF PERSONNEL, P.G. & PENSIONS

(Department of Personnel & Training)

New Delhi, the 12th February, 1987

S.O. 595.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1973) the Central Government hereby appoints

Shri A. B. Belgal, Advocate, Bombay, as Special Public Prosecutor for conducting the prosecution of RCs. 1/E/76, 3/E/76, 5/E/76 and 8/E/76-Delhi against Shri Narain Singh Yadav and others in the Sessions Court, Bombay and RCs 2/E/76, 4/E/76, 6/E/76 and 7/E/76-Delhi against Shri Narain Singh Yadav and others in the Court of Additional Chief Metropolitan Magistrate, 32nd Court Bombay.

[No. 225/45/86-AVD. II]

प्राप्त प्रधिसूचना

का. आ. 596.—केन्द्रीय सरकार, दण्ड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त अधिकारों का प्रयोग करने हुए, श्री पी. ई. चेरियन, प्रधिवक्ता, कोचीन, को अपर मुख्य न्यायिक मणिस्ट्रेट, एनकुलम के न्यायालय में भैसर्ह ई.वी. देव, कार्च न और अन्य के विद्युत नियमित मामलों सं. आर. सी. 23/83—सी. आई. पू. (ई) II में प्रभियोजन का संबोलन करने के लिए विशेष लोक अभियोजक नियुक्त करती है।

[सं. 225/34/86 — ए. ई. — II]

DRAFT NOTIFICATION

S.O. 596.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri P. L. Cherian, Advocate, Cochin, as a Special Public Prosecutor for conducting the prosecution of Regular case No. RC 23/83-CIU(E) II against M/s. D. V. Deo, Cochin and others in the Court of Additional Chief Judicial Magistrate, Ernakulam.

[No. 225/34/86-AVD. II]

नई दिल्ली, 17 फरवरी, 1987

आदेश

का. आ:- 597—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करने हुए, पंजाब सरकार की सदृशति से, भारतीय दंड संहिता 1860 (1860 का 45) की धारा 395 और 342; आयुष्म अधिनियम, 1959 (1959 का 54) की धारा 25; आतंकवादी और विद्यंशकारी क्रियाकलाप (निवारण) अधिनियम, 1985 (1985 का 31) की धारा 3 और 4 के अधीन दंडनीय अपराधों के और उन अपराधों से संबंधित या उससे संबंधित दृष्टिकोणों और पहचानी तथा पंजाब राज्य के पुलिस स्टेशन छिपीजन तं. 6, अधिकारियों में रजिस्टरेशन आनाध मंज्या 26, तारीख 12-2-87 के संबंध में वैसे ही तथ्यों से उल्लंघन होने याने क्षेत्र ही संबंधित हार के अनुक्रम में किए गए किसी अन्य मापराध के अव्यैषण के लिए, दिल्ली विशेष पुलिस स्थापन के सदस्यों की अधिकारों और प्रधिकारियों का विस्तारण संपूर्ण पंजाब राज्य पर करती है।

[संख्या 228/3/87 — ए. ई. जी (II)]

जी. सीतारामन, प्रबल मन्त्रिय

New Delhi, the 17th February, 1987

ORDER

S.O. 597.—In exercise of the powers conferred by sub-section (1) of Section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946) the Central Government, with the consent of the Government of Punjab, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Punjab for the investigation of offences punishable under sections 395 and 342 of the Indian Penal Code, 1860 (45 of 1860) section 25 of Arms Act, 1959 (54 of 1959) and sections 3 and 4 of the Terrorists and Disruptive Activities (Prevention) Act, 1985 (31 of 1985) and abetments and conspiracies in relation to or in connection with

the said offences and any other offences committed in the course of the same transaction arising out of the same fact in regard to FIR No. 26 dated 12th February, 1987 registered with Police Station Division No. 6, Ludhiana.

[No. 228/3/87-AVD. II]

G. SITARAMAN, Under Secy.

विशेष संबोलन

(राजस्व विभाग)

आदेश

नई दिल्ली, 17 नवम्बर, 1986

का. आ. 598.—इस कार्यालय की विनांक 13-12-1985 की प्रधिसूचना सं. 6531 (फा. सं. 203/150/85-आ.क. नि -II) के सिलमिले में, सर्वांगधारण की जानकारी के लिए एन्ड्राक्षा प्रधिसूचित किया जाता है कि शिक्षा प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक भूमन्द्राजन विभाग नई विल्ली, ने निम्नलिखित संस्था को आयकर नियमावली 1962 के तियम 6 के माथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) वड (ii) वैनीम (एक) (शं) के प्रयोजनों के लिए “भौग” प्रबंग के अधीन निम्नलिखित जटी पर अनुमोदित किया है:-

(i) यह कि डा. पाटनी सार्विकिक एंड इंस्ट्रियल रिसर्च, अम्बर अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(ii) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विभिन्न प्राधिकारी को प्रत्येक विवारणी वर्ष में संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रस्तृप में प्रस्तुत करेगा जो इन प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।

(iii) यह कि उक्त संगम अपनी कुल आय तथा व्यय विवरणी वर्ष में संपर्कशित वार्षिक लेखों की सथा अपनी परिसंपत्तियां, देन-दारियां विवरणी हुए तुलनापत्र की एक-एक प्रति, प्रति वर्ष 30 जन तक विभिन्न प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

(iv) यह कि उक्त संगम केन्द्रीय प्रत्यक्ष कर आई, विस्त राजस्व विभाग (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और प्रवर्धी बढ़ाने के लिए आयेवन करेगा। आयेवन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रह कर दिया जाएगा।

मस्त्य

“डा. पाटनी सार्विकिक एंड इंस्ट्रियल रिसर्च, पटनी विल्ला, महाकाली रोड, अंधेरी (ईस्ट), अम्बर-400093”

यह प्रधिसूचना 1-4-1986 से 31-3-1987 तक की प्रवधि के लिए प्रभावी है।

[सं. 7009 (फा सं. 203/158/86 — आ. क. नि. (II))]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 17th November, 1986

INCOME-TAX

S.O. 598.—In continuation of this Office Notification No 6531 (F. No. 2/3/150/85-ITA, II) dated 13th December, 1985. It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi,

the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty Five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the Dr. Patani Scientific and Industrial Research, Bombay will maintain a separate account of sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

Dr. Patani Scientific and Industrial Research, Patani Villa, Mahakali Road, Andheri (East), Bombay-400093.

This Notification is effective for a period from 1st April, 1986 to 31st March, 1987.

[No. 7009 (F. No. 203/158/86-ITA-II)]

का. आ. 599.—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली, ने निम्नलिखित संस्था की आयकर नियमावली 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) पैतीस/एक/दो के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :—

(i) यह कि सोसायटी फॉर दी इंडियन इंस्टीच्यूट फॉर हैलथ मैनेजमेंट रिसर्च, जयपुर अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(ii) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक विलीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रृष्ठ में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।

(iii) यह कि उक्त संगम अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

(iv) यह कि उक्त संगम केन्द्रीय प्रत्यक्ष कर बोर्ड, विलत मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

"दि सोसायटी फॉर दि इंडियन इंस्टीच्यूट ऑफ हैलथ मैनेजमेंट रिसर्च, 72 - बी, देवों पथ जयपुर - 302004"

यह अधिसूचना 24-10-1986 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[व. 7011 (फा. सं. 203/153/86-आ. क. नि. II]

S.O. 599.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty Five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the Society for the Indian Institute of Health Management Research, Jaipur will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

The Society for the Indian Institute of Health Management Research, 72-B Devi Peth, Jaipur-30200.

This notification is effective for a period from 24th October, 1986 to 31st March, 1988.

[No. 7011 (F. No. 203/153/86-ITA-II)]

नई दिल्ली, 18 नवम्बर, 1986

का. आ. 600.—इस कार्यालय की दिनांक 9-5-1983 की अधिसूचना सं. 5166 (फा. सं. 203/16/83 - आ. क. नि. II) के सिलसिले में सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग नई दिल्ली, ने निम्नलिखित संस्था को आयकर नियमावली 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (II) पैतीस (एक) (दो) के प्रयोजनों के लिए विश्वविद्यालय प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :—

- (i) यह कि श्री सत्य इंस्टीच्यूट आफ हायर लर्निंग प्राशान्ति निलायम- 515134 अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (ii) यह कि उक्त विश्वविद्यालय अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक विलीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रृष्ठ में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (iii) यह कि उक्त विश्वविद्यालय अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

(iv) यह कि उक्त विश्वविद्यालय केन्द्रीय प्रत्यक्ष कर बोडे, वित्त मंत्रालय (राजस्व-विभाग) नई दिल्ली को अनुमोदन की समर्पित से तीन माह पूर्व और अधिक बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

“श्री सत्य इंस्टीचूट आफ हायर लर्निंग प्राशान्ति निलायम-515134”

वह अधिसूचना 28-4-1986 से 31-3-1989 तक को अधिकी के लिए प्रभावी है।

[सं. 7012 (फा. सं. 203/149/86 - आ. क. नि.-II)]

New Delhi, the 18th November, 1986

S.O. 600.—In continuation of this Office Notification No. 5166 (F. No. 203/16/83-ITA. II) dated 9th May, 1983, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty Five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category University subject to the following conditions :—

- That the Sri Sathy Institute of Higher Learning Prasanthi Nilayam-515134 will maintain a separate account of the sums received by it for scientific research.
- That the said University will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- That the said University will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- That the said University will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

Sri Sathy Institute of Higher Learning Prasanthi Nilayam-515134.

This Notification is effective for a period from 28th April, 1986 to 31st March, 1989.

[No. 7012 (F. No. 203/149/86-ITA-II)]

नई दिल्ली, 19 नवम्बर, 1986

का. आ. 601.—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि वित्त विभाग की दिनांक 23-11-86 की अधिसूचना सं. 34 द्वारा निम्नलिखित संस्थान को आयकर अधिनियम, 1961 को धारा 35 की उपधारा (i) के खंड (ii) के अधीन स्थायी आधार पर दिया गया अनुमोदन निम्नलिखित शर्तों पर 31-12-1985 तक वैध समयबद्ध अनुमोदन में परिवर्तित किया जाता है :—

- यह कि रिवर रिसर्च इंस्टीचूट, कलकत्ता अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वैधिक विवरणी, विहित प्राधिकारी को पूर्ववर्ती वर्ष के संबंध में प्रति वर्ष 31 मई तक निर्धारित प्रपत्र में प्रस्तुत करेगा।

के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रलृप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकारित किया जाये और उसे सूचित किया जाए।

- यह कि उक्त संस्थान अपनी कुल आय तथा व्यवहार दर्शाते हए अपने संपरीक्षित वैधिक लेखों की तथा अपनी परिस्थितियाँ/देनदारियाँ दर्शाते हए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

“रिवर रिसर्च इंस्टीचूट, कलकत्ता”

[सं. 7013 (फा. सं. 203/63/85 - आ. क. नि.-II)]

New Delhi, the 19th November, 1986

S.O. 601.—It is hereby notified for general information that the approval granted on perpetual basis under clause (ii) of Sub-section (1) of Section 35 of the Income-tax Act, 1961 to the following Institution vide the then Finance Department Notification No. 34 dated 23-11-1946, is hereby converted into time bound valid upto 31-12-1985 subject to the following conditions :—

- That River Research Institute Calcutta will maintain a separate account of the sums received by it for scientific research.
- That the said Institute will furnish Annual Returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing its assets and liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

River Research Institute, Calcutta.

[No. 7013 (F. No. 203/63/85-ITA.II)]

का. आ. 602.—इस कार्यालय की दिनांक 25-6-84 की अधिसूचना सं. 5864 (फा. सं. 203/46/83-आ. क. नि.-II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियमावली, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) खंड के (ii) (पैरिस/एक/दो) के प्रयोजनों के लिए “संगम” प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :—

- यह कि हेक्सामार एयरिकल्बर्स रिसर्च एंड डिवेलपमेंट फाउण्डेशन, ब्रम्प्टन अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वैधिक विवरणी, विहित प्राधिकारी को पूर्ववर्ती वर्ष के संबंध में प्रति वर्ष 31 मई तक निर्धारित प्रपत्र में प्रस्तुत करेगा।
- यह कि उक्त संगम अपनी कुल आय तथा व्यवहार दर्शाते हुए अपने संपरीक्षित वैधिक लेखों की तथा अपनी परिस्थितियाँ/देनदारियाँ दर्शाते हए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

- (iv) यह कि उक्त संगम केन्द्रीय प्रश्नपत्र कर बोई, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अमुमोदन की समीक्षित से 3 माह पूर्व और अधिक बढ़ावे के लिए प्राप्तेदात करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्राप्तेना यह रद्द कर दिया जाएगा।
- (v) यह, अनन्दधान मंत्री नियाकलापों को बहावा देने के लिए डोस कदम उठायेगा और अनुसंधान के लिए आगे धनराशि स्थीकार रखने से पहले पास उसके उपनिधि मध्यम की 50% धनराशि का उपयोग करेगा।

संस्था

"हेक्सामार एग्रीकल्चरल रिसर्च एंड डिवेलपमेंट फाउण्डेशन, हेक्सामार हाउस, मयापारी रोड, बम्बई-400025"

यह अधिसूचना 1-1-1986 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[स. 7015 (फा. सं. 203/229/85 - आ. क. नि. II)]
बाई. के. बत्रा, प्रबन्ध मंत्री

S.O. 602.—In continuation of this Office Notification No. 5864 (F. No. 203/46/83-ITA-II) dated 25-6-84, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific and Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty Five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category Association subject to the following conditions:—

- (i) That the Hexamar Agricultural Research and Development Foundation, Bombay will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its previous year regarding its scientific research activities to the Prescribed Authority in the prescribed format by 31st May of each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance, Department of Revenue, New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.
- (v) It will take substantial steps towards the increase of Research activities and the utilisation of 50 per cent of the corpus available with them before accepting further sums for research.

INSTITUTION

Hexamar Agricultural Research and Development Foundation, Hexamar House, Sayani Road, Bombay-400025.

This Notification is effective for a period from 1-1-1986 to 31-3-1988.

[No. 7015 (F. No. 203/229/85-ITA II)
Y. K. BATRA, Under Secy.

नई दिल्ली, 13 जनवरी, 1987

का.आ. 603.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एनुद्वारा उक्त खण्ड के प्रयोजनार्थ "आनन्द आश्रम ट्रस्ट, कान्हांगड़ (केरल)" को कर निर्धारित वर्ष 1984-1985 से 1986-87 के लिए अधिसूचित करती है।

[सं. 7096 (फा.सं. 197/132/83-आ.क. (नि.-I)]

के.के. ब्रिपाठी, उप मंत्री

New Delhi, the 13th January, 1987

(INCOME-TAX)

S.O. 603.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Thakurji Laxmi Nath Ji Trust, Jhunjhunu" for the purpose of the said clause for the assessment years 1984-85 to 1986-87.

[No. 7096 (F. No. 197/132/83-IT(AII))
K. K. TRIPATHI, Dy. Secy.

नई दिल्ली, 16 जनवरी, 1987

आयकर

का.आ. 604.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एनुद्वारा उक्त खण्ड के प्रयोजनार्थ "आनन्द आश्रम ट्रस्ट, कान्हांगड़ (केरल)" को कर निर्धारित वर्ष 1984-1985 से 1986-87 के लिए अधिसूचित करती है।

[सं. 7101 (फा.सं. 197/59/84-आ.क.नि.-I)]
रोशन भहाय, उप मंत्री

New Delhi, the 16th January, 1987

(INCOME-TAX)

S.O. 604.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Anandashram Trust, Kanhangad (Kerala)" for the purpose of the said clause for the assessment years 1984-85 to 1986-87.

[No. 7101 F. No. 197/59/84-ITA-I]
ROSHAN SAHAY, Under Secy.

नई दिल्ली, 12 फरवरी, 1987

आयकर

स्टाम्प

का.आ. 605.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एनुद्वारा उस शुल्क की माफ करती है, जो इंडियन ट्रेसीफोल इंस्ट्रीज लिमिटेड, बंगलौर द्वारा एक भी सोलह करोड़ पैसानीस लाख और उन्हानीस हजार रुपये के मूल्य के "ए" शुल्कों के आरक्षित बिमोब्य असम्परिक्तिमय बंधन-पत्रों के रूप में बिनिविष्ट प्राप्तिसर्वी सोर्टों के स्वरूप में जारी किए जाने वाले बंधन-पत्रों पर उक्त अप्रिनियम के अन्तर्गत प्रभावी है।

[सं. 7/87 स्टाम्प-का. सं. 33/31/86-दि. क.]

New Delhi, the 12th February, 1987

ORDER

STAMPS

S.O. 605.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory Notes described as 'A' series secured redeemable non-convertible bonds to the value of rupees one hundred and sixteen crores, forty five lakhs and thirty nine thousand to be issued

Bank, Patan (Gujarat) for a further period commencing from 29-11-86 and ending with 22-12-86.

[No. F. 2-34/86-RRB]

का. आ. 612.—प्रावेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एन्डवारा श्री एच.एस. पै को अलीगढ़ ग्रामीण बैंक, अलीगढ़ का अध्यक्ष नियुक्त करती है तथा 20-12-86 से प्रारंभ होकर 31-12-89 को समाप्त होने वाली अवधि वो उस अवधि के स्पष्ट में निर्धारित करती है जिसके दौरान श्री पै प्रध्यक्ष के रूप में कार्य करेंगे।

[सं. एफ. 2-39/86-आर.आर.बी.]

S.O. 612.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976) the Central Government hereby appoints Shri H. S. Pai as the Chairman of the Aligarh Gramin Bank, Aligarh and specifies the period commencing on the 20-12-86 and ending with the 31-12-89 as the period for which the said Shri Pai shall hold office as Chairman.

[No. F. 2-39/86-RRB]

का. आ. 613.—प्रावेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार श्री मीर अहमद अली को जिनकी धारा 11 की उपधारा (1) के तहत अलीगढ़ ग्रामीण बैंक, अलीगढ़ के अध्यक्ष के रूप में नियुक्त की तीन वर्ष की पहली अवधि 31-10-86 को समाप्त हो गई है, 1-1-86 प्रारंभ होकर 19-12-86 की समाप्त होने वाली अवधि के लिए उस बैंक का पुनर्व्यवस्था नियुक्त करती है।

[सं. एफ. 2-39/86-आर.आर.बी.]

S.O. 613.—In exercise of the powers conferred by sub-section (2) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976) the Central Government hereby reappoints Shri Mir Amjad Ali whose earlier tenure of three years appointment under sub-section (1) of section had expired on 31-10-86 as the Chairman of the Aligarh Gramin Bank, Aligarh for a further period commencing from 1-11-86 and ending with 19-12-86.

[No. F. 2-39/86-RRB]

का. आ. 614.—प्रावेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार श्री आर.एन. मरण को जिनकी धारा 11 की उपधारा (1) के तहत शेक्षणी ग्रामीण बैंक, सीकर (राजस्थान) के अध्यक्ष के रूप में नियुक्त की तीन वर्ष की पहली अवधि 29-11-86 को समाप्त हो गयी है, 30-11-86 प्रारंभ होकर 30-11-87 की समाप्त होने वाली अवधि के लिए उस बैंक का पुनर्व्यवस्था नियुक्त करती है।

[सं. एफ. 2-15/86-आर.आर.बी.]

S.O. 614.—In exercise of the powers conferred by sub-section (2) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby reappoints Shri R. N. Sarna whose earlier tenure of three years appointment under sub-section (1) of section 11 had expired on 29-11-86 as the Chairman of Shekshawati Gramin Bank, Sikar (Rajasthan) for a further period commencing from 30-11-86 and ending with 30-11-87.

[No. F. 2-45/86-RRB]

नई दिल्ली, 18 फ़रवरी, 1987

का. आ. 615.—प्रावेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार श्री एस. उसकुंडपा को जिनकी धारा 11 की उपधारा (1) के तहत जमुना ग्रामीण बैंक, आगरा के अध्यक्ष के रूप

में नियुक्त की तीन वर्ष की पहली अवधि 30-11-86 को समाप्त हो गयी है, 1-12-86 से प्रारंभ होकर 31-3-87 की समाप्त होने वाली अवधि के लिए उस बैंक का पुनर्व्यवस्था नियुक्त करती है।

[सं. एफ. 2-47/86-आर.आर.बी.]

New Delhi, the 18th February, 1987

S.O. 615.—In exercise of the power, conferred by sub-section (2) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976) the Central Government hereby reappoints Shri M. Urukundappa whose earlier tenure of three years appointment under sub-section (1) of section 11 had expired on 30-11-86 as the Chairman of Jamuna Gramin Bank, Agra for a further period commencing from 1-12-86 and ending with 31-3-87.

[No. F. 2-47/86-RRB]

नई दिल्ली, 27 जनवरी, 1987

का. आ. 616.—प्रावेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार श्री डी. कृष्ण मत्ति राव को जिनकी धारा 11 की उपधारा (1) के तहत श्री मत्तवाहन ग्रामीण बैंक, करीमनगर के अध्यक्ष के रूप में नियुक्त की तीन वर्ष की पहली अवधि 31-3-86 को समाप्त हो गई है, 1-4-86 से प्रारंभ होकर 26-11-86 की समाप्त होने वाली अवधि के लिए उस बैंक का पुनर्व्यवस्था नियुक्त करती है।

[सं. एफ. 2-5/86-आर.आर.बी.]

New Delhi, the 27th January, 1987

S.O. 616.—In exercise of the powers conferred by sub-section (2) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976) the Central Government hereby reappoints Shri D. Krishna Murthy Rao as the Chairman of the Sri Sathavahana Grameena Bank, Karimnagar whose earlier tenure of three years appointment under Sub-section (1) of section 11 had expired on 31-3-86 for a period commencing from 1-4-86 and ending with 26-11-86.

[No. F. 2-5/86-RRB]

का. आ. 617.—प्रावेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार एन्डवारा श्री ए. मुद्राभूषण की श्री मत्तवाहन ग्रामीण बैंक, करीमनगर का अध्यक्ष नियुक्त करती है तथा 27-11-86 से प्रारंभ होकर 30-11-89 को समाप्त होने वाली अवधि का उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री ए. मुद्राभूषण अध्यक्ष के रूप में कार्य करेंगे।

[सं. एफ. 2-5/86-आर.आर.बी.]

प्रधीण बुमार नेत्रयान, अवधि सचिव

S.O. 614.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976, (21 of 1976), the Central Government hereby appoints Shri A. Subramanian as the Chairman of the Sri Sathavahana Grameena Bank, Karimnagar and specifies the period commencing on the 27-11-86 and ending with the 30-11-89 as the period for which the said Shri A. Subramanian shall hold office as such Chairman.

[No. F. 2-5/86-RRB]

P. K. TEJYAN, Under Secy.

नवी दिल्ली, 17 फ़रवरी, 1987

का. आ. 618.—गण्डीय कृषि और ग्रामीण विकास बैंक, अधिनियम 1981 (1981 का 61) की धारा 19 के खण्ड (क) के अनुभव में केंद्रीय सरकार, एन्डवारा गण्डीय कृषि और ग्रामीण विकास

बैंक द्वारा 5, 6 और 7 मार्च, 1987 को गत प्रतिशत मूल्य पर, 15 वर्ष भी परिपेक्षता प्रदाति वाले जारी किए जाने वाले 26.25 करोड़ रुपए (छाड़ीग करोड़ पचास लाख रुपए के बन) के बांधों पर देश व्यापार की दर 11 प्रतिशत (व्यापार प्रतिशत) नय करती है। शार्ट्टीय रुपि और ग्रामीण विकास बैंक को उक्त अधिकारीसुनित राणी से 2.60 करोड़ रुपए (दो करोड़ सठ लाख रुपए के बल) से अधिक तक अधिदान की राजि प्रस्ते पास रख दिने का अधिकार होगा।

[सं. 10(102)/८६-ए. सी.]

New Delhi, the 17th February, 1987

S.O. 618.—In pursuance of clause (a) of Section 19 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government hereby fixes 11.00 per cent (Eleven per cent) per annum as the rate of interest payable on the bonds of Rs. 26.25 crores (Rupees twenty six crores and twenty five lakhs only) to be issued at 100.00 per cent on 5th, 6th and 7th March, 1987 with the right to retain subscriptions received upto Rs. 2.60 crores (Rupees two crores and sixty lakhs only) in excess of the notified amount with a maturity period of 15 years by the National Bank for Agriculture and Rural Development.

[No. F. 10(102)/86-AC]

K. P. PANDIAN, Under Secy.

समाहर्तालिय केन्द्रीय उत्पाद-शुल्क

मार्गपर, ५ जनवरी, १९८७

अधिसूचना में सी हि आर/आर-5/1/87

केन्द्रीय उत्पाद एक

का. आ. 619-—प्रधिसूचना सं सी ह आर/आर-5/3/86
 विनाक 25-4-86 द्वारा संशोधित प्रधिसूचना सं. सी ह आर/आर-5/1/84
 दिनांक 7-1-84 में नीते लिखे अनमार आपो संशोधित किया जाता है—

पैद्योलियम और शाकीयक गैस मंत्रालय

नई दिल्ली, 24 फरवरी, 1987

का, आ. ६२०.—यतः केंद्रीय मरकार को यह प्रतीत होता है कि लोकसभा में यह प्रावश्यक है कि भारतीय गैस कम्पनी लिमिटेड का साकुबा नीमरुप ४०० एम. एम. थो. इ. प्राकृतिक गैस पाहप लाइन कि केषदिक प्रोट्रैक्शन के लिये केषदिक प्रोट्रैक्शन के बोल तथा एनीट भारतीय गैस कम्पनी लिमिटेड बलियाजान द्वारा विस्तार जानी चाहिये।

मौर यतः यह प्रतीत होता है कि ऐसी केंद्रिक प्रोट्रॉक्शन केबोल नथा एनीव विलासे के प्रयोजन के लिये एतदुपावद अनुभूक्ति में संगत भूमि में उपयोग का अधिकार प्राप्तिजन करना अवश्यक है।

अतः अब ऐटोलियम और वनिंग पाइपलाइन (भूमि में उपर्योग के अधिकार का व्यञ्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (2) द्वारा प्रदत्त अधिकारों का प्रयोग करके हांग केलीवे सरकार ने उसमें उपर्योग की अधिकार प्रतित करने का प्राप्ति क्षाण्य पत्रकारा घोषित किया है।

ब्रह्में कि उक्त भूमि में हितवद्ध कोई व्यक्ति उस भूमि के नीचे केथिक प्रोट्रेक्शन केरोल तथा एनोट बिलाने के लिये प्राक्षेप सक्षम प्रधिकारी, उपायुक्त शिखमार्ग और प्रथाएँ प्रतिस्तित उपायकृत शिखसंगठ आमाम की अस असिस्टेन्चन की तारीख से 21 दिनों के भीतर कर सकेंगे।

श्रीरामेश्वरी ने कहा कि अब उसकी जिम्मेदारी बदल दी गई है। उसने अपनी जिम्मेदारी को अपने भाइयों को दिया था। उसकी जिम्मेदारी अब उसकी बहन की है।

अनसुची

ताकुरा—नामस्थ 400 एम. एम. ओ. डि. प्राकृतिक गैस वाहन लाइन को केष्टिक प्रॉटेक्शन के लिये केष्टिक प्रॉटेक्शन केबल तथा एनोड विलाता राज्य—प्राप्ति जिला—शिवमगढ़ तालोक—प्रभयुर

क्र. सं.	गांव	पाटा नं.	द्वाग नं.	एतिया	मन्त्रय
				दि.	क. लो.
दर्शपथार प्रथम भाग	114 नं. मियादी	1222		0	2 5
		1223		1	4 2
एकसता		1224		1	0 19
228 नं. मियादी		1225		0	0 3
		कुल धोत्रफल		3	2 9

[मं. O-12016/7/87-ओ एनजी-डी 4]

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 24th February, 1987

S.O. 620.—Whereas it appears to the Central Government that it is necessary in the Public interest that for Cathodic Protection of Lokwa-Namrup 400 mm O. D. natural gas pipeline of Assam Gas Company Limited should be laid Cathodic Protection Cable with anode bed by Assam Gas Company Limited, Duliajan.

And whereas it appears that for the purpose of laying such Cathodic Protection Cable with anode bed it is necessary to acquire the right of User in land described in the schedule annexed hereto.

Now, therefore in exercise of the power conferred by Sub-Section (1) of section 3 of the Petroleum Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of User therein.

Provided that any person interested in the said land may within 21 days from the date of this notification object to the laying of the Cathodic Protection Cable with anode bed under the land to the Competent Authority viz. Deputy Commissioner/Addl. Deputy Commissioner, Sibsagar District, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a Legal Practitioner.

LAND SCHEDULE

Laying of under ground Cathodic Protection cable with anode for Cathodic Protection of Lokwa—Namrup 400 mm O.D.—natural gas pipeline.

Sl. No.	States—Assam Village	District—Sibsagar Patta No.	Dasp. No.	Maouza—Abhayapur		
				B	K	L
1.	Borpathar first Part	114 No. Periodical	1222	0	2	5
		114 No. Periodical	1223	1	4	2
		Annual	1224	1	0	19
		228 No. Periodical	1225	0	0	3
		Total Area		3	2	9

[No. O-12016/7/87-ONG-D4]

का. श्रा. 621—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आमाम गैस कम्पनी लिमिटेड का लाकुबा नामस्प 400 एम. एम. श्रा. डि. प्राकृतिक गैस पाइप लाइन के केविटिक प्रोटेक्शन के लिये केविटिक प्रोटेक्शन केबल लगाना एवं असाम गैस कम्पनी लिमिटेड द्वासियाजान द्वारा बिलाई जानी चाहिये।

धौर यह: यह प्रतीत होता है कि एसी केविटिक प्रोटेक्शन केबल लगाना एवं एसी बिलाने के प्रयोजन के लिये एन्ड्रोवाल अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

भ्रत: अम पेट्रोलियम और बैंकिंग पाइप लाइन (भूमि में उपयोग के अधिकार प्रदान) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (2) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग की अधिकार प्रदान करने का आपाना आण्य एन्ड्रोवाल घोषित किया है।

वर्णन कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नाले केविटिक प्रोटेक्शन केबल लगाना एवं एसी बिलाने के लिये आक्रोप सक्षम अधिकारी, उगायुक्त शिवसागर अधिकार उपायुक्त, शिवसागर असाम को इस अधिकृतना की तारीख से 21 दिनों के भीतर कर सकेगा।

धौर ऐसा आक्रोप करनेवाला हर अधिकार विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह यह जाहिना है कि उसकी युवताई अधिकार है या किसी विधि अवधारी की मार्फत।

अनुसूची

लाकुब—नामस्प 400 एम. एम. श्रा. डि. प्राकृतिक गैस पाइप लाइन की केविटिक प्रोटेक्शन के लिये केविटिक प्रोटेक्शन केबल लगाना एवं एसी बिलाना।

राज्य—असाम

जिला—शिवसागर

तालोक—अभयपुर

परिया

मन्तव्य

क्र. स.	गांव	पाटा नं.	दाग नं.	वि.	क.	लो.
	नक्कारी	45 नं. भियारी	105	1	2	0
		"	108	0	1	10
		"	109	0	1	10
		"	110	0	0	3
		"	114	0	0	7
	32 नं. भियारी	106		0	1	7
	39 नं. भियारी	107		2	1	0
	भरखार	115		0	2	8
	कुल शेतफल			5	0	5

[म. श्रा. 12016/8/87-ग्रामी-झ 4]

S.O. 621.—Whereas it appears to the Central Government that it is necessary in the Public interest that for Cathodic Protection of Lakwa-Namrup 400 mm O. D. natural gas pipeline of Assam Gas Company Limited should be laid Cathodic Protection Cable with anode bed by Assam Gas Company Limited, Dibrugarh.

And whereas it appears that for the purpose of laying such Cathodic Protection Cable with anode bed it is necessary to acquire the right of User in land described in the schedule annexed hereto.

Now, therefore in exercise of the power conferred by Sub-Section (1) of section 3 of the Petroleum Pipeline

LAND SCHEDULE

Laying of under ground Cathodic Protection cable with anode for Cathodic Protection of Lakwa—Namrup 400 mm O.D. natural gas pipeline.

State— Assam		District—Sibsagar		Mouza --Abhayapur		
Sl. No.	Village	Patta No.	Dag No.	Area		Remarks
				B	K	L
1.	Na-Kachari 0	45 No. Periodical	105	1	2	0
		45 No. Periodical	108	0	1	10
		45 No. Periodical	109	0	1	10
		45 No. Periodical	110	0	0	3
		45 No. Periodical	114	0	0	7
		32 No. Periodical	106	0	1	7
		39 No. Periodical	107	2	1	0
		Westeland	115	0	2	8
		Total Area		5	0	5

[No. O-12016/8/87-ONG-D4]

S.O. 622.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from BLHJ to BALOL GGS in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of User in land described in the schedule annexed hereto.

Now, therefore in exercise of the power conferred by Sub-Section (1) of the section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of Use in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire right of User therein.

Provided that any person interested in the said land may within 21 days from the date of this notification object to the laying of the Pipeline under the land to the Competent Authority, Oil & Natural gas Commission, Construction & Maintenance Division, Makarpura Road Vadodara. (390.009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a Legal Practitioner.

SCHEDULE

Pipeline from BLHJ to BALOL GGS

State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hectare	Are	Centi- iare
Balol	760	0	09	60
	768	0	10	68
	767	0	00	48
	762/2	0	07	20
	762/2	0	07	32
	764	0	08	52

[NO. Q-12016/9/87-ONG-D4]

का, आ. 623.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि नोकहित में यह आवश्यक है कि गुजरात राज्य में एम.एन.भी.जे. में बलोल-४ तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तैल तथा प्राकृतिक गैस आयोग द्वारा विद्धाई जानी चाहिए।

और यह यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एन्डूप्राथड अनुसूची में वर्णित भूमि में उपयोग का अधिकार प्रदित्त करना आवश्यक है।

अब यह पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का प्रदान) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपाधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार ने उसमें उपयोग का अधिकार प्रदित्त करने का अपना प्राण्य एन्ड हारा घोषित किया है।

वर्षते कि उक्त भूमि में हिस्तबद्ध कोई व्यक्ति, उम भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देवभाल प्रभाग, मकरपुरा गोड़, बड़ोदा को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या यह वह चाहता है कि उसको मुनवाई अविनगत स्थ में हो या किसी विधि व्यवसायी की माफत।

अनुसूची

एम. एन. सी. जे. से बलोल जी. जी. एम. लक पाइपलाइन बिछाने के लिए।

राज्य : गुजरात	जिला व तालुका :	मेहसाना	
गांव	मर्यौन	हेक्टेग्र आरे.	सेन्टीयर
मथाल	393	0	06 00
	392	0	08 28
	1738	0	07 20
	370	0	16 20
	371/2	0	09 84
	373	0	10 56
	374/2	0	07 92

[मे. ओ-12016/10/87-ओएसजी-टी 4]

S.O. 623—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SNCJ to BALOL-4 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of User in land described in the schedule annexed hereto.

Now, therefore in exercise of the power conferred by Sub-Section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of User therein.

Provided that any person interested in the said land may within 21 days from the date of this notification object to the laying of the pipeline under the said land to the Competent Authority Oil & Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara. (390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a Legal Practitioner.

SCHEDULE

Pipeline from SNCJ to BALOL-4.

State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hectare	Acre	Centiare
Santhal	393	0	06	00
	392	0	08	28
	1738	0	07	20
	370	0	16	20
	371/2	0	09	84
	373	0	10	56
	374/2	0	07	92

[No. O-12016/10/87-ONG-D4]

का, आ 624.—यत् केंद्रीय सरकार को यह प्रतीत होता है कि लोकाहिन में यह आवश्यक है कि गुरातन राज्य में एन. के. जी. के. से एन. के. ई. एल. के. पुराने आर. ओ. य. से सी. टी.एफ. तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यह यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एन्डूप्राथड अनुसूची में वर्णित भूमि में उपयोग का अधिकार प्रदित्त करना आवश्यक है।

अतः यह पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का प्राप्ति) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपाधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार ने उसमें उपयोग का अधिकार प्रदित्त करने का अपना प्राण्य एन्ड हारा घोषित किया है।

वर्षते कि उक्त भूमि में हिस्तबद्ध कोई व्यक्ति, उम भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देवभाल प्रभाग, मकरपुरा गोड़, बड़ोदा को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी मुनवाई अविनगत स्थ से हो या किसी विधि व्यवसायी की माफत।

अनुसूची

एन. के. जी. के. से एन. के. ई. एल. के. पुराने आर. ओ. य. से सी. टी.एफ. तक पाइपलाइन बिछाने के लिए।

राज्य : गुजरात	जिला मेहसाना तालुका : कट्टी		
गांव	मर्यौन	हेक्टेग्र आरे.	सेन्टीयर
मुरज	731	0	02 10
	730	0	07 20
	722 एन्ड 723	0	12 24
	719	0	10 56
	718	0	10 32
	716	0	07 44

[मे. ओ-12016/11/87-ओएनजी-टी 4]

S.O. 624.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from NKGK to OLD ROU of NKEL to CTF in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of User in land described in the schedule annexed hereto.

Now, therefore in exercise of the power conferred by Sub-Section (I) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Provided that any person interested in the said land may within 21 days from the date of this notification object to the laying of the pipeline under the said land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a Legal Practitioner.

SCHEDULE

Pipeline from NKGK to OLD ROU of NKEL to CTF.

State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey No.	Hectare	Are	Centi- tiare
Suraj	731	0	02	40
	730	0	07	20
	722 & 723	0	12	24
	719	0	10	56
	718	0	10	32
	716	0	07	44

[No. O-12016/11/87-ONG-D4]

का. आ. 625.-यनः केन्द्रीय सरकार को यह प्रतीत होता है कि लोक-
हित में यह आवश्यक है कि गुजरात राज्य में एन के सी इडल्य (एन के
142) से एन.के.जी.जी. एम-3 तक पेट्रोलियम के परिवहन के लिये
पाइपलाइन तथा प्राकृतिक गैस प्राप्तीयों द्वारा बिकार्ड जानी चाहिए।

और यह प्रतीक होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतत् वृषभ अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करता आवश्यक है।

ग्रन्त: भ्रम पेट्रोलियम और जूनिज पाइपलाइन (भ्रम में उपयोग के अधिकार का ग्रन्त) अधिनियम, 1962 (1962 का 50) की धारा 3 को उपधारा (1) द्वारा प्रदन शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार भ्रजित करने का अपना आशय एवं दबाहारा घोषित किया है।

यथा कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उम भूमि के नीचे पाषण्डलालन बिछाने के लिए आशेप सक्षम प्रधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मनकपुरा, रोड, बड़ोदा-१ को इस अधिकृतना की नारीय से 21 दिनों के भीतर कर सकेगा।

का. आ. 626.—यस केंद्रीय मरकार को यह प्रतीत होता है कि सांकेतिक में यह प्रावश्यक है कि आसाम गैम कम्पनी लिमिटेड का साकृत्या नीमस्म 400 एम. गैम. औ. डि. प्राकृतिक गैम पाइपलाइन कि केंथविक प्रोट्रैक्शन के लिये केंथिक प्रोट्रैक्शन कैंचन नथा एनोड आसाम गैम कम्पनी लिमिटेड शुल्याजान द्वारा बिशुष्णु जानी चाहिये।

अत्र यत् यह प्रतीत होता है कि ऐसी केंद्रिक प्रोट्रॉक्शन केवल तथा एनोड विभाने के प्रयोजन के लिये एवं दपावन्तु अनुसूची में वर्णित भूमि में उपयोग का अधिकार आजित करना आवश्यक है।

(2) द्वारा प्रदत्त शक्तियों का प्रयोग करने द्वारा वेत्तीय भरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आवाय पत्रद्वारा घोषित किया है।

और ऐसा आक्षेप करने वाला है अपिन विनिर्दिष्टः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी मुनवार्द अपिनते स्प से हो या किसी विधि व्यवस्थायी की मार्फत ।

अनुसंधी

एन. के. सी. इल्यू (एन. के.-142) से एन. के.जी.जी. एम-3 तक पाइपलाइन बिछाने के लिए।

राज्य—गुजरात जिला एवं सालका—मेहसान

गांव	सर्वे नं.	हेक्टर	आरे समीयस
धोनपुरा	523	00	15 72
	कार्ट ट्रैक	00	02 16
	503	00	19 80
	कार्ट ट्रैक	00	01 32
	500	00	03 60

[मं. ओ-12016/12/87-ओपनजी-डी 4]

S.O. 625.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from N.K.C.W. (NK-142) to NK-GGS III in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission,

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of User in land described in the schedule annexed hereto.

Now, therefore in exercise of the power conferred by Sub-Section (I) of section 3 of the Petroleum Pipeline (Acquisition of Right of User in Land) Act, 1962 (30 of 1962) the Central Government hereby declares its intention to acquire the right of User therein.

Provided that any person interested in the said land may within 21 days from the date of this notification object to the laying of the pipeline under the said land to the competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a Legal Practitioner.

SCHEDULE

Pipeline from NKCW (NK-142) to NK GGS-III

State : Gujarat District : Mehsana Taluka : Mehsana

Village	Survey No.	Hectare	Arc	Centi- iare
Dhanpura	523	00	15	72
	Cart track	00	02	16
	503	00	19	80
	Cart track	00	01	32
	500	00	03	60

[No. O-12016/12/87-ONG-D4]

बताते हैं कि उक्त भूमि में हितदृढ़ कीई व्यक्ति उस भूमि के नीचे के थर्मिक प्रोट्रोक्सेशन बैकल तथा एनोड लिनाते हैं जिसे चाहोंग ग्राम ग्रामिकारी, जागरण, ग्रामसागर ग्राम ग्रामिक उपयोग, ग्रामसागर, ग्रामसागर को इस अधिसूचना दी नारोड से 21 दिनों के भीतर कर गवाना।

ओर ऐसा आक्षेप करने वाला हर व्यक्ति पिनिटिप्टन यह भी करने करेगा कि वह वह चाहता है कि उसकी मूलवार्ड व्यक्तिगत हो या किसी विशिष्ट व्यक्तिगती की माफी।

अनुसूची

लाकुवा-नामरूप 400 मी. एम. एम. ओ. डी. प्राकृतिक गैस पाइप लाइन को केथरिक प्रोट्रोक्सेशन के लिये केथरिक प्रोट्रोक्सेशन के बीच तथा एनोड विलान।

राज्य—ग्रामसागर

जिला—ग्रामसागर

नामुक—ग्रामेकारी

परिणाम

क्र. सं.	गांव	पाटा नं.	शाग नं.	धि.	क. ली.	मन्त्रण
1	ग्रामेकारी गान्त	मरकार	65	2	1 6	
		कुल धेवफल		2	1 6	

[सं. घो-12016/13/87-ओएनजी-झ-4]
पी के ग्रामगोपालन, डैक्ट अधिकारी

S.O. 626.—Whereas it appears to the Central Government that it is necessary in the Public interest that for Cathodic Protection of Lakwa-Namrup 400 mm O.D. natural gas pipeline of Assam Gas Company Limited should be laid Cathodic Protection Cable with anode bed by Assam Gas Company Limited, Duliajan.

And whereas it appears that for the purpose of laying such Cathodic Protection Cable with anode bed it is necessary to acquire the right of User in land described in the schedule annexed hereto.

Now, therefore in exercise of the power conferred by Sub-Section (1) of section 3 of the Petroleum Pipeline

(Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of User therein.

Provided that any person interested in the said land may within 21 days from the date of this notification object to the laying of the Cathodic Protection Cable with anode bed under the land to the Competent Authority viz. Deputy Commissioner/Addl. Deputy Commissioner, Subsagar, District Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a Legal Practitioner.

LAND SCHEDULE

Laying of underground Cathodic Protection cable with anode for Cathodic Protection of Lakwa-Namrup 400 mm O.D. natural gas pipeline.

State—Assam	District—Sibsagar	Mouza—Sapekhati		
Sl. No.	Patta No.	Dag No.	Area	Remarks
1. Sapekhati Grant	Wasteland	65	B K L 2 1 6	
		Total Area	2 1 6	

[No. O-12016/13/87-ONG-D4]
P.K. RAJAGOPALAN, Desk Officer

स्वास्थ्य और परिवार कल्याण मंत्रालय (स्वास्थ्य विभाग)

नई दिल्ली, 2 फरवरी, 1987

का. आ. 627.—केन्द्रीय मरकार, केन्द्रीय भारतीय चिकित्सा परिषद प्रविधिमय, 1970 (1970 का 48) की धारा 14 की उपधारा (2) द्वारा प्रवर्त शक्तियों का प्रयोग करते हुए केन्द्रीय भारतीय चिकित्सा परिषद से परामर्श करने के पश्चात् उक्त प्रविधिमय की द्वितीय अनुसूची में निम्नलिखित और संशोधन करनी है, प्रथात् :—

(क) उक्त अनुसूची के भाग-1 में,—

(1) “ह्रियाणा” शीर्ष के अन्तर्गत, क्रम संख्या 24-वाँ तथा उससे संबंधित प्रविधियों के पश्चात् निम्नलिखित क्रम संख्याएँ और उसके सामने की प्रविधियाँ अलास्पष्टपित की जाएँगी, प्रथात् :—

1	2	3	4
“24-वाँ ह्रियाणा आयुर्वेदाचार्य जी, ए. एम.			1971 से 1976 तक”
राज्य आयुर्वेदिक (आयुर्वेदिक एम.			
एवं यूनानी चिकित्सा एवं			
चिकित्सा पद्धति शास्य-चिकित्सा			
मंत्रालय, चार्झीगढ़ स्नातक)			

(2) “महाराष्ट्र” शीर्ष के अन्तर्गत, तिलक महाराष्ट्र विशार्पीठ, पुणे से संबंधित क्रम संख्याएँ 61 के सामने स्तम्भ 4 में विश्वान प्रविधियों के स्थान पर निम्नलिखित प्रविधियों की जाएँगी, प्रथात् :—

“1912 से 1980 तक”,

(3) “मैसूर” शीर्ष के अन्तर्गत, कर्नाटक विश्वविद्यालय, मारवाड़ से संबंधित क्रम संख्याएँ 79 के सामने स्तम्भ

2, 3 और 4 में विद्यमान प्रविष्टियों के पश्चात निम्न-
लिखित प्रविष्टियां प्रत्यक्ष स्थापित की जाएँगी, प्रथमतः—

2 3 4

प्रायुक्तिकार्य (आयुर्वेदिक- वी.ए.एस एस
चिकित्सा तथा शल्य-चिकित्सा
स्नातक)

4. "पजाब" शीर्ष के अन्तर्गत;

(क) क्रम संख्यांक 83 तथा उससे संबंधित प्रविष्टियों के स्थान पर
निम्नलिखित क्रम संख्यांक तथा प्रविष्टिया गढ़ी जाएँगी,
प्रथमतः—

1 2 3 4

"83" पंजाब राज्य आयु- आयुक्तिकार्य वी.ए.एस एस 1960
वेदिक एवं यूनानी चिकित्सा (आयुर्वेदिक तथा शल्य से 1982 तक);
पद्धनि संकाय, चार्चीटिक चिकित्सा स्नातक)

(ख) वैदिक तथा यूनानी निक्षेपी महाविद्यालय, अमृतसर से संबंधित
क्रम संख्यांक 86 तथा उससे संबंधित प्रविष्टियों के मामते
स्तम्भ 2, 3 और 4 में विद्यमान प्रविष्टियों के पश्चात निम्न-
लिखित प्रविष्टियां प्रत्यक्ष स्थापित की जाएँगी, प्रथमतः—

2 3 4

"वैद शास्त्री" — 1947 तक";

(5) "पञ्चम बंगाल" शीर्ष के अन्तर्गत क्रम संख्यांक 111 के
गामते स्तम्भ 2, 3 और 4 में विद्यमान प्रविष्टियों के
पश्चात निम्नलिखित प्रविष्टियां प्रत्यक्ष स्थापित की जाएँगी, प्रथमतः—

2 3 4

"आयुर्वेदिक चिकित्सा तथा वी.ए.एस एस
शल्य चिकित्सा में इंज्ञिनियर"

2 3 4

"आयुर्वेदिक चिकित्सा तथा वी.ए.एस 1979 से 1983 तक".
शल्य चिकित्सा में स्नातक

(ख) उक्त अनुसूची के भाग-2 में, "पजाब" शीर्ष के प्रत्यन्त आयुर्वेदिक
एवं यूनानी निक्षेपी महाविद्यालय, अमृतसर, वैदिक एवं यूनानी
निक्षेपी महाविद्यालय अमृतसर से संबंधित क्रम संख्यांक 19 के
गामते स्तम्भ 2, 3 तथा 4 के पश्चात निम्नलिखित प्रविष्टियां
प्रत्यक्ष स्थापित की जाएँगी, प्रथमतः—

2 3 4

"ज्योतिष-मुनि-शास्त्री" — 1947 तक";

टिप्पणी: केन्द्रीय भारतीय चिकित्सा परिषद अधिनियम, 1970 (1970
का 48) की दृष्टि अनुसूची में निम्नलिखित संशोधन किए
गए:

- (1) का. आ. संख्या 4068, तारीख 30 नवम्बर, 1979
- (2) का. आ. संख्या 2635, तारीख 18 दिसम्बर, 1980
- (3) का. आ. संख्या 2313, तारीख 20 अगस्त, 1981
- (4) का. आ. संख्या 2314, तारीख 2 अगस्त, 1981
- (5) का. आ. संख्या 137, तारीख 24 दिसम्बर, 1981
- (6) का. आ. संख्या 638, तारीख 25 जनवरी, 1982
- (7) का. आ. संख्या 661, तारीख 2 फरवरी, 1982
- (8) का. आ. संख्या 973, तारीख 20 फरवरी, 1982

(9) का. आ. संख्या 354 है, तारीख 6 मई, 1983

(10) का. आ. संख्या 3550, तारीख 5 मिनम्बर, 1983

(11) का. आ. संख्या 81, तारीख 11 नवम्बर, 1983

(12) का. आ. संख्या 162 है, तारीख 23 जून, 1981

(13) का. आ. संख्या 1911, तारीख 17 अप्रैल, 1985

(14) का. आ. संख्या 2715, तारीख 29 मई, 1985

(15) का. आ. संख्या 3404, तारीख 5 जून, 1985

(16) का. आ. संख्या 4057, तारीख 14 अगस्त, 1985

(17) का. आ. संख्या 5603, तारीख 2 दिसम्बर, 1985

(18) का. आ. संख्या 5671 तारीख 5 दिसम्बर, 1985

(19) का. आ. संख्या 832 तारीख 17 फरवरी, 1986

(20) का. आ. संख्या 1832 तारीख 16 अप्रैल, 1986

[म. श्री -26015/10/81- ग.ट.]

प्राप्त. प्रम. मायर, अवर मंत्रिव

MINISTRY OF HEALTH & FAMILY WELFARE

(Department of Health)

New Delhi, the 2nd February, 1987

S. O. 627.—In exercise of the powers conferred by
sub-section (2) of section 14 of the Indian Medicine Central
Council Act, 1970 (48 of 1970), the Central Government, after
consulting the Central Council of Indian Medicine, hereby
makes the following further amendments in the Second Schedule
to the said Act, namely:—

(A) In Part I of the said Schedule,—

(1) under the heading "Haryana", after Serial Number 24 B
and the entries relating thereto, the following Serial
Number and entries there against shall be inserted, namely

1 2 3 4

"24B8 Haryana State Faculty of Ayurvedic and Unani Systems of Medicine, Chandigarh. Ayurvedacharya (Graduate in Ayurvedic Medicine and Surgery) G.A.M.S. [from 1971 to 1976]"

(2) under the heading "Maharashtra" against Serial Number 61 relating to the Tilak Maharashtra Vidyapeeth, Poona in column 4, for the existing entries, the following entry shall be inserted, namely:—

"From 1942 to 1980"

(3) under the heading "Mysore", against Serial Number 79 relating to the Karnataka University, Dharwar, in columns 2, 3 and 4, after the existing entries, the following entries shall be inserted, namely:—

2 3 4

"Ayurvedacharya B.A.M.S. From (Bachelor of Ayurvedic Medicine and Surgery) 1984 on-wards"

(4) under the heading "Punjab":

- (i) for Serial Number 83 and the entries relating thereto, the following Serial Number and entries shall be substituted, namely:—

1	2	3	4
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"83 Punjab State Ayurvedacharya G.A.M.S. From Faculty of Ayurvedic (Graduate of 1960 and Unani Systems of Ayurvedic to Medicine, Chandigarh. Medicine and 1982";
Surgery)

- (b) against Serial Number 86 relating to the Vedic and Unani Tibbi College, Amritsar, in columns 2, 3 and 4, after the existing entries, the following entries shall be inserted, namely:—

2	3	4
"Valdyo Shastri		Upto 1917";

- (5) under the heading "West Bengal", against Serial Number 111, in column 2, 3 and 4, after the existing entries, the following entries shall be inserted, namely:—

2	3	4
"Diploma in Ayurvedic Medicine and Surgery	D.A.M.S. From 1979 to 1983";	
"Bachelor of Ayurvedic Medicine and Surgery	B.A.M.S. From 1979 to 1984";	

- (B) in Part II of the said Schedule, under the heading "Punjab" against Serial Number 19 relating to the Ayurvedic and Unani Tibbi College, Amritsar Vedic and Unani Tibbi College, Amritsar, in columns 2, 3 and 4, after the existing entries, the following entries shall be inserted, namely:—

2	3	4
"Zabadat-Tul-Atibba		Upto 1947";

Note: The Second Schedule to the Indian Medicine Central Council Act, 1970 (48 of 1970) has been subsequently amended vide:

- (1) S.O. No. 4068, dated the 30th November, 1979.
- (2) S.O. No. 2635, dated the 18th September, 1980.
- (3) S.O. No. 2313, dated the 20th August, 1981.
- (4) S.O. No. 2314, dated the 22nd August, 1981.
- (5) S.O. No. 137, dated the 24th December, 1981.
- (6) S.O. No. 638, dated the 25th January, 1982.
- (7) S.O. No. 661, dated the 2nd February, 1982.
- (8) S.O. No. 973, dated the 20th February, 1982.
- (9) S.O. No. 354 (E), dated the 6th May, 1983.
- (10) S.O. No. 3550, dated the 5th September, 1983.
- (11) S.O. No. 804 (E), dated the 11th November, 1983.
- (12) S.O. No. 462 (E) dated the 23rd June, 1984.
- (13) S.O. No. 1911, dated the 17th April, 1985.
- (14) S.O. No. 2745, dated the 29th May, 1985.
- (15) S.O. No. 3404, dated the 5th July, 1985.
- (16) S.O. No. 4057, dated the 14th August, 1985.
- (17) S.O. No. 5603, dated the 2nd December, 1985.
- (18) S.O. No. 5671, dated the 5th December, 1985.
- (19) S.O. No. 832, dated the 17th February, 1986.
- (20) S.O. No. 1832, dated the 16th April, 1986.

[No. V-26015/10/81-AE]

R. S. MATHUR, Under Secy.

कृषि संचालन

(इंग्रीजी और महाराष्ट्रीय विभाग)

नई दिल्ली, 5 फरवरी, 1987

का. प्रा. 628.—केंद्रीय सरकार यह गज़ब महाराष्ट्रीय अधिनियम, 1984 (1984 का 51) को मार्या 4 की उपलब्धता (2) द्वारा प्रदर्शन गरियाँ को प्रयोग करने हुए, मार्य सरकार ने कृषि और यांत्रीय विकास बोर्ड पर के कृषि और महाराष्ट्रीय विभाग की अधिसूचना का, आम 67(अ) तारीख 16 नियम, 1985 का संशोधन करना है। अर्थात् :—

1. उक्त अधिसूचना की मार्याणी में—

(i) कल म 2 में संख्या 2 के नीचे दियाने प्रविन्दि के स्थान पर निम्नलिखित प्रविन्दि रखी जाएगी, अवश्य :—

"महाराष्ट्रीय सोमाइटियों का यार रजिस्ट्रार, आन्ध्र प्रदेश, दूरभाव"

(ii) कल म. 3 का नीचे दिया जाएगा।

[म. एन. 11012/2/85-एम एम]

प्रायोगिक भट्टनापार, अवर सचिव

MINISTRY OF AGRICULTURE

(Department of Agriculture and Cooperation)

New Delhi, the 5th February, 1987

S.O. 628.—In exercise of the powers conferred by sub-section (2) of section 4 of the Multi-State Cooperative Societies Act, 1984 (51 of 1984), the Central Government hereby amends the notification of the Government of India in the Ministry of Agriculture and Rural Development, Department of Agriculture and Cooperation, S.O. No. 671(E) dated the 16th September, 1985 namely:—

1. In the Table of the said notification :—

(i) in serial number 2 under column 2, for the existing entry, the following entry shall be substituted namely :—

"Additional Registrar of Cooperative Societies, Andhra Pradesh, Hyderabad."

(ii) Serial number 3 shall be omitted.

[No. 1-11012/2/85-L&M]

ALOK BHATNAGAR, Under Secy.

संचार संचालन

(इंग्रीजी विभाग)

नई दिल्ली, 9 फरवरी, 1987

का. प्रा. 629.—केंद्रीय सरकार, महाराष्ट्रीय स्थान (ग्रामाधिकरण अधिकारीयों की बेदखली) अधिनियम, 1971 (1971 का 40) की द्वारा 3 द्वारा प्रदर्शन गरियाँ को प्रयोग करने हुए, नीचे की मार्याणी के स्थान (1) में उल्लिखित अधिकारी की, जो सरकार के राजपत्रित अधिकारी की पंक्ति (१क) के गमनमुख्य है। उक्त अधिनियम के प्रयोगान्तर्में के लिए सम्पूर्ण अधिकारी नियुक्त करती है। वह उक्त मार्याणी के स्थान (2) में विनियिष्ट सरकारी स्थानों की घावत प्रयोगी प्रधिकारिता की

प्राप्त चिकित्सा व्यावसायियों के संघठनों के साथ परामर्श करके नाम निर्देशित” ग्रीष्मक के प्रधीन अमंत्र 31 पर की गई प्रविष्टि के लिए, निम्नलिखित प्रविष्टि प्रतिश्वापित की जाएगी, अथवा—

“31. डा. जे. जी जंगीदासरी, डी.ए.एस.एफ.,

154, जर्बाई वादिया रोड,

परल, बम्बई-400012”

[प्राप्ति U-16012/10/85-एस.एस.-I]

New Delhi, the 13th February, 1987

S.O. 636.—In pursuance of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 3455, dated the 17th September, 1986, namely:

In the said notification, under the heading “(Nominated by the Central Government under clause (g) of sub-section (1) of section 10, in consultation with organisation of Medical Practitioners recognised by the Government for the purpose)” against serial number 31, for the entry, the following entry shall be substituted, namely:—

“31. Dr. J. G. Jogidasani, DASF,
154, Jerbal Wadia Road,
Parel, Bombay-400012.”

[No. U-16012/10/85-SS.I]

नई दिल्ली, 17 फरवरी, 1987

का. आ 637.—सैमर्गं बांसवाड़ा माइटेक्स वि., इंडियन्स पार्किंग, दोहरे रोड, पा. आ. नं. 21, बांसवाड़ा-327001, राजस्थान (आ. जे./2869) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रीण उपबन्ध प्रविष्टि, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त प्रविष्टि का दा. गया है) की धारा 17 की उपधारा (२क) के प्रधीन छूट प्रिये जाने के लिए आवेदन किया है;

ओर केंद्रीय भरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पूर्वक अभिदाय या प्रीमियम का संशय किये बिना ही, भाग्यीय जीवन वीमा निगम की सामूहिक वीमा स्कीम के प्रधीन जीवन वीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उक्त कायदों से प्रधिक अनुकूल हैं जो कर्मचारी निर्णय प्रबन्धन की धारा 17 की उपधारा (२क) के प्रधीन उपबन्धों के प्रवर्तन में छूट देती है।

अतः केंद्रीय भरकार, उक्त प्रविष्टि की धारा 17 की उपधारा-२क द्वारा प्रबन्ध जीवनों का प्रयोग करने सहै और इसमें उपबन्ध अनुभूमि में विशिष्ट शर्तों के प्रधीन रहते हुए, उक्त स्थापन की तीन वर्षों की प्रबन्ध के लिए उक्त स्कीम के भीतर उपबन्धों के प्रवर्तन में छूट देती है।

अनुदृष्टि

1. उक्त स्थापन के मन्त्रन्देश में निर्धारित प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियों भेजेगा और ऐसे सेवा रखेगा तथा निरीक्षण के लिए ऐसी गुविधाये प्रदान करेगा जो केंद्रीय भरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक साम की समाप्ति के 15 दिन के भीतर संशय करेगा जो केंद्रीय भरकार, उक्त प्रविष्टि की धारा-17 की उपधारा ३-क के प्रधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक वीमा स्कीम के प्रशासन में, जिसके अन्तर्गत सेवाओं का रखा जाना, विवरणियों का प्रस्तुत रिपोर्ट जाना, वीमा प्रीमियम का संदाय, लेव्याओं का ग्राहण, निरीक्षण प्रभारों संदाय आदि भी हैं, जो उक्त सामयिक धर्यों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केंद्रीय भरकार द्वारा भारतीय वीमा स्कीम के नियमों की एक प्रति और जब कभी उपमें संशोधन किया जाय, तब उक्त संशोधन की प्रति उक्त वीमा कर्मचारियों की बकुसब्जा की भाषा में उसकी मुख्य बांधों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि काई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि या उक्त अधिनियम के प्रधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही गद्दै है, उसके स्थापन में नियोजित किया जाना है तो, नियोजन सामूहिक वीमा स्कीम के मन्त्रन्देश के रूप में उसका नाम तुरन्त इसे करेगा और उसकी वाबन आवश्यक प्रविष्टि भाग्नीय जीवन वीमा निगम का मन्त्रन्देश करेगा।

6. यदि उक्त स्कीम के प्रधीन कर्मचारियों को उपलब्ध कायदे वहाँ जाने हों तो, नियोजक सामूहिक वीमा स्कीम के प्रधीन कर्मचारियों को उपलब्ध कायदों में समूचित रूप में बदल किये जाने की व्यवस्था करेगा जिसमें कर्मचारियों जो नियोजित वीमा स्कीम के जीवन उपलब्ध कायदे उन कायदों में परिवर्तन नहीं हैं। तो उक्त स्कीम के प्रधीन अनुभूमि है।

7. सामूहिक वीमा स्कीम में किसी वात के लिए युए भी बदल किसी कर्मचारी की मृत्यु पर इस स्कीम के प्रधीन सांदेश रकम उग रकम से कम है जो कर्मचारी को उग दशा में मात्र होती जब वह उक्त स्कीम के प्रधीन होता हो, नियोजक कर्मचारी के विधिक वारिस्य/नाम निर्देशिती को प्रतिकर्त के रूप में दोनों रकम के अन्तर के व्यवधार रकम का संदाय नहीं।

8. सामूहिक वीमा स्कीम के उपलब्धी में कोई भी मंशोधन प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के द्विना नहीं किया जाएगा और जहाँ किसी संशोधन कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्राविधिक भविष्य निधि आयुक्त अपना अनुमोदन देने में पूर्व कर्मचारियों को शप्ता दृष्टिकोण गण्ड करने का युक्तिवृक्ष व्यवधार रखेगा।

9. यदि किसी कार्यव्यवस्था स्थापन के कर्मचारी भाग्नीय जीवन वीमा निगम को उग सामूहिक वीमा स्कीम के जिस स्थापन पहले आना चाहा है प्रधीन नहीं रह जाता है या उस स्कीम के प्रधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रूप से कम हो जाने हैं, तो यह रह की जा सकती है।

10. यदि किसी कार्यव्यवस्था नियोजक उग नियन तारीख के भीतर जो भाग्नीय जीवन वीमा निगम नियन करें, प्रीमियम का संदाय करने में असकार रहता है और पालिसी को व्यवधान हो जाने दिया जाता है तो, यह रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये ऐसी घटनिक की दशा में उन मूल मद्दतों के नाम निर्देशितीय या विधिक वारिस्य को यदि यह यूट रह दी गई होती हो, उक्त स्कीम के अनुभूमि होती है। वीमा कायदों के संदाय को उत्तराधारित नियोजक पर लोगा।

12. उक्त स्थापन के मन्त्रन्देश में नियोजक इस स्कीम के प्रधीन आने वाले किसी मध्य की मृत्यु होने पर उसके हक्कदार नाम निर्देशितीय/विधिक वारिस्यों को वीमाकृत रकम का संदाय तपारका से और प्रत्येक दशा में भाग्नीय जीवन वीमा निगम से वीमाकृत रकम प्राप्त होती है। एक साम के भीतर गुनिश्चित करेगा।

[प्राप्ति U-35014(20)/87-एस.एस.-2]

New Delhi, the 17th February, 1987

S.O. 637.—Whereas Messrs. Banswara Syntex Limited, Industrial Area, Bohad Road, Post Box No. 21, Banswara-327001 (RJ/2869) (hereinafter referred to as the said establishment) have applied for exemption under sub-section

(2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4 The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately entitle him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do ~~not~~ remain covered under the Group Insurance

Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employee fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member, covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/20/87-SS-11]

का. आ. 638.-मराठ-माशिम प्रदेशन मंगायटी, यूनिट, पोलिमिकरज रक्त, तुमापर्ट, नम, धरवार जिला (के. एन /8048) (जिसे इसमें उसके पद्धतान् उत्तरण्यापन कहा गया है) न कर्मसारी भविष्य निधि और प्रकार्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पद्धतान् उत्तरण्यापन कहा गया है) की धारा 17 की उपधारा (2क) के अधीन इस दिये जाने के लिए प्रार्थन किया है,

प्रौद्योगिकीय सरकार का समाधान हो गया है कि उनके स्थापने के कर्मचारी, विसंग पृथक अस्तित्व का प्राप्तिक्रिया का सवाल किए जाना है, भारतीय जीवन बीमा निगम की सामूहिक रूप से ग्राहकों के इर्द्देन जीवन बीमा के रूप में कापड़े डाला रहे हैं और ऐसे कम सारियों के लिए ये कापड़े उन फायदे से अधिक फ़्रेनकूल हैं जो कर्मचारी निषेप सहबद्ध बीमा स्कीम, 1976 (जिसमें हमें पश्चात् उनके स्वीकृत कहा गया है) के अधीन अनुबंध है ।

अतः केन्द्रीय सरकार, उबल अधिनियम की विरा 17 की उपाधार-१ द्वारा प्रवत्त जाक्षियों का प्रयोग बरते हुए और इस उपायक अनुसूची में शिर्निश्चिप शर्तों के अधीन इन्हें दूँए, उसम स्थापन की तीन वर्ष की अवधि के लिए उक्त स्वीकार के सभा उपरान्धों के प्रबलता में छूट वर्ता है।

प्राचीन मुर्चिया

। उग्र म्यापन के सम्बन्ध में नियोजक प्रादेशिक भवित्व तिथि प्राप्ति, वर्णाटका को र्षी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी गृहिणीयों प्रदान करेगा जो कानूनी सरकार, समस्य-समय पर निश्चित हों ।

2. नियोजक, ऐसे नियोजक प्रभारों का प्रत्येक साम को समाप्ति के 15 दिन के भीतर मदाय करेगा जो बेंद्रीप सरकार, उस अधिनियम की प्रभारों-17 की उपधारा 3-के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करे। ११

३ मामूलिक वीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों या प्रस्तुति किया जाता, वीमा प्रीमियरम का संदाय, लेखाओं का, अन्तर्गत, निर्गोषण प्रवाहीनी का संदाय आदि भी है, हानि वाले सभी घटयों का बहुत नियंत्रक दारा रखा जाएगा।

१ नियोजन, केंद्रीय मरकार द्वागे अमेरिकित भास्त्रिक वीमा स्कॉम के नियमों को एक प्रति और जबकि कभी उतने संग्रहन किया जाये, तब उन संग्रहन की प्रति की तथा कर्तव्यान्वयों को दूसरों वा को भाषा में उसकी संख्या दाता हो। यह सन्दर्भात् स्थापन के सभी पाठ व प्रश्नशैली के लिए।

६. यदि कोई ऐसे कर्मचारी जो कर्मचारी भविष्य निधि का वा उस अधिकारी के अधीन छूट प्राप्त किए गये स्थापन की भविष्य निधि का पक्षे हो सदस्य है, तुम्हें स्थापन में विवेचित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसके बाहर आपके प्रीमियम भागीय जोड़ते बीमा नियम का संदर्भ करेगा।

७. यदि उक्त रक्षीम के अधीन कर्मचारियों को उत्तरदाय फायदे वहाँ पर्याप्त है तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उत्तरदाय फायदे में सम्मिलित हो सकता है तो, नियोजन की कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन आपका उत्तरदाय से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय है।

८. सामूहिक बीमा स्कीम में किसी तार के होंगे हूँ? मैं यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संरेख राहम उस रकम से कम है जो कर्मचारी को उस दणा में लाई होती है तब वह उक्त स्कीम के अधीन होता है, नियोजक कर्मचारी के विविध वार्षिक/नाम निर्देशिका को प्रतिक्रिया के रूप में दोनों रक्षीमों के अन्तर के विवर एकम का सदर्भ करेगा।

९. सामूहिक बीमा स्कीम के उत्तरदायों में कोई भी संशोधन पारंपरिक भविष्य निधि आपका, अनेकों के पूर्व अनुमोदित के बिना नहीं होता आपका और ज्ञात किसी गणाधिन से कर्मचारियों के इन पर प्रतिकूल प्रभाव पड़ने की समावाह हो, वहा प्रादिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना शृंखलागत स्पाड करने का युक्तियुक्त अवश्यर बोला।

१०. यदि किसी कारणवश स्थापन के कर्मचारी भागीय जोड़ते बीमा नियम को उस सामूहिक बीमा स्कीम के, या स्थापन वहाँ अपना नहुआ है, अधीन नहीं रह जाता है या इस रक्षीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह यह की जा सकती है।

११. यदि किसी कारणवश नियोजक उस नियन नार्सिव के भागीय जोड़ते बीमा नियम को उस सामूहिक बीमा स्कीम के, या स्थापन वहाँ अपना नहुआ है, अधीन नहीं रह जाता है या इस रक्षीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह यह की जा सकती है।

१२. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन ग्राहक वार्षिक बीमा को दणा में उस मृत्यु सदस्यों के नाम निर्देशिकाया विविध बारिमों को जो यदि यह छूट न हो रही होती है, उक्त स्कीम के अन्तर्गत होते हैं। बीमा फायदों के सदाय वह उत्तरदायित्व नियोजक पर होता।

१३. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन ग्राहक वार्षिक बीमा को दणा में उस मृत्यु सदस्यों के नाम निर्देशिकाया विविध बारिमों को जो यदि यह छूट न हो रही होती है, उक्त स्कीम के अन्तर्गत होते हैं। बीमा फायदों के सदाय वह उत्तरदायित्व नियोजक पर होता।

[प्रा. 35014(18)/87-एम् एग.-.]

S.O. 638—Whereas Messrs Grasim Education Society, Unit Polyfibers School, Kumarpatnam-581123, Dharwar Distt. (KN/8048) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees

(than the benefits admissible under the Employees' Deposit United Insurance Scheme, 1976 (hereinafter referred to as the said Scheme));

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act, and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme is less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to effect adversely the interest of the employee, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased

members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/18/87-SS-II]

का.आ. 639.—मैसर्स उमेश टैक्सिटाइल मिलज प्राइवेट लि., 72 हैंडीय इंडस्ट्रीयल परिया, न्यू पावर हाउस के पीछे औधपुर-342003 (आर.जे./3615) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकोण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के प्रधीन छृष्ट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभियाय या प्रीमियम का संदाय किये विना हो, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के प्रधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों में अधिक अनुकूल हैं जो कर्मचारी नियोजित सहृदय बीमा स्कीम, 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के प्रधीन उन्हें अनुज्ञाये हैं।

अतः केन्द्रीय गकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शर्तियों का प्रयोग करने हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट भारतीय जीवन बीमा स्कीम के प्रधीन रहने हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छृष्ट देनी है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजित प्राइवेट भविष्य निधि अधिकार राजस्थान को ऐसी विवरणिया भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रवान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजित, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाद करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3क के खण्ड के प्रधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत नेतृत्वों का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का सदाय, नेतृत्वों का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले गमी घटयों का बहुत नियोजक ढारा दिया जाएगा।

4. नियोजित, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुद्रा बातों का अनुवाद स्थापन के सूचना पढ़ पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के प्रधीन छृष्ट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सबस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजित सामूहिक बीमा स्कीम के सदाय के रूप में उसका नाम तुरस्त बद्ध करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम की संदाय करेगा।

6. यदि उक्त स्कीम के प्रधीन कर्मचारियों को उपबन्ध फायदे बकाये जाते हैं तो, नियोजित सामूहिक बीमा स्कीम के अवान कर्मचारियों का उपलब्ध फायदों में समत्वा रूप से वृद्धि किये जाने की अवस्था करेगा।

जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के प्रधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों तो उक्त स्कीम के प्रधीन अनुज्ञाय हैं।

7. सामूहिक बीमा स्कीम में किसी वात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के प्रधीन संदाय रकम उस रकम से कम है जो कर्मचारी को उस बात में संवेद्य होती जब वह उक्त स्कीम के प्रधीन होता तो, नियोजित कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकार के रूप में उन्होंने रकमों के अन्तर के बाबत रकम वा संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपवन्धों में कोई भी संशोधन प्रारंभिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव प्रभाव पहने की संभावना हो, वहाँ प्राइवेट भविष्य निधि आयुक्त आवान अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्थाप्त करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे इसापन पहले अपना चुका है, प्रधीन नहीं रह जाता है या इस स्कीम के अवोन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे इसापन पहले अपना चुका है और प्राप्तिमी की व्यवाह हो जाता है तो इस स्कीम के अवोन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

11. नियोजित द्वारा प्रीमियम के सदाय में किये गये किसी घटिक्रम की दशा में उन मूल सदस्यों के नाम विवरणितियों या विधिक आरिसी को जो यदि यह छृष्ट तरीके होती तो, उक्त स्कीम के अन्तर्गत होने वाले फायदों के संदाय का उत्तरदायित्व नियोजित पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजित इस स्कीम के प्रधीन आवान यात्रा किसी सदाय की मूल होने पर उसके हक्कदार नाम निर्देशितियों/विधिक आरिसी को बीमाकूल रकम का सदाय तत्परता से और प्रत्येक दिन में भारतीय जीवन बीमा नियम में बीमाकूल रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[एम.-35014(19)/87-एम.प्र.-2]

S.O. 639.—Whereas Messrs United Textile Mills Private Limited, 72 Heavy Industrial Area, Behind New Power House, Jodhpur-342003. (RJ/3615) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEME-II

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

पा.पा. 610 ...पैगंबर नामांकन सहारा बैंक नि., 3 सुमाप मार्ग, इंदौर (म.प्र.) (पा.पा. 3195) (जिसे इसमें हमके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें हमके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2) के अधीन छूट दिये जाने के लिए आश्रित किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभियान या प्रीमियम का संदाय किये बिना ही, भारतीय गोदान बीमा तिगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा सकें और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से शक्ति अनुकूल हैं जो कर्मचारी नियम सहयोग बीमा स्कीम, 1976 (जिसे इसमें हमके पश्चात उक्त स्कीम कहा गया है) के अधीन उक्त स्कीम के सभी उपबन्धों के प्रत्यंत में छूट देनी हैं।

अन. केन्द्रीय गर्हांग, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त अनियमों का प्रयोग करने के लिए और इसमें उपादान अनुसूची में विविधिष्ट शर्तों के अधीन रहने हुए, उक्त स्थापन की तीन वर्ष की अधिक के लिए उक्त स्कीम के सभी उपबन्धों के प्रत्यंत में छूट देनी है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजित प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश कोर्टीरी विवरणियों द्वारा ऐसा और ऐसे लेखा रखेगा तथा तिरीक्षण के लिए ऐसी सुविधाओं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजन, ऐसे तिरीक्षण प्रभारी का प्रत्येक मास भी समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3क के खण्ड के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेक्काओं का रखा जाना, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संशरण, लेक्काओं का अन्तर्गत, निरीक्षण प्रभारीं संदाय आदि भी हैं, होने वाले सभी व्ययों के बहुत नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के तियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुमत्ता को साया में उसकी मूल बारी का अनुवाश स्थापन के सूचना पृष्ठ पर प्रदर्शित करेगा।

5. यदि कोई गोपनीय कर्मचारी जो कर्मचारी भविष्य निधि का उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहने ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन भासूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त बदल करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ावे जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिसमें कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेश रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेश होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विशिक वारिम/ नाम निर्देशिका को प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बगावर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, सद्य प्रवेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के लिए पर प्रतिकूल प्रभाव

परन्ते की संभावना हो, वहां प्रादेशिक भवित्व पिछि आवृत्त आगा स्तुपोदन देने में पूर्व कर्मसाध्यों का अपना दृष्टिकोण स्थिर रखने का जटिलपता अद्यमर देगा।

9. यदि किसी काश्चित् स्थापन के कर्मचारी भारतीय जीवन वीमा निगम को उस मामूलिक वीमा स्कीम के, जिसे म्यापार्टपहने अपना चुका है अर्थात् नहं, रु. जाला है यह इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रु. की जा गक्को है।

१०. यदि किसी कारणबाट नियोजन उग निरन्तर तार्ताल्क के भीतर जो भागीय अंतर्वन बीमा नियम नियन्त करें, प्रीमियम का संदाय करने में प्रभकर रहता है और पानिसी को व्यपर्यन्त हो जाने किया जाता है तो, छठ रक्ष की जा सकती है।

11. नियोजक द्वारा प्राप्तियम के सदाय में किये गये किसी व्यवस्था की दशा में उन मृत्यु सदस्यों के नाम निर्देशितियाँ या विशेष वारिसों को जो यदि वह छुट्ट न दी गई होनी चाही, उन्हें स्फीति के अन्तर्गत होने। धीमा कायारों के सदाय का उत्तराधिक नियोजक पर होगा।

12. उक्त स्थान के ममदत्य में नियोजक छग समीक्षा के अपराह्न आने वाले किसी सदस्य की मृत्यु होने पर उसके लकड़ार नाम निर्देशित ग्रंथिक बारिसों को बीमारुत रक्षम का संदाय तत्परता से और प्रत्येक दशा में भागलीय जीवन बीमा निगम से बीमारुत रक्षम प्राप्त होने के एक मान भीतर सुनिश्चित करेंगा।

[~~प्रम-35011(17)/87-प्रम, प्रम,-2~~]

Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium e'c. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased member, who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure the prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014|17|87-SS.II]

नई दिल्ली, 18 फरवरी, 1987

का. आ. 64। —ऐन्टीय मरकार, कम्पनीगी भवित्व नियंत्रण और प्रक्रिये उपर्युक्त अधिनियम, 1952 (1952 का 19) की धारा 1 की उपधारा (4) द्वारा प्रबन्ध शक्तियों का प्रयोग करते हए सैर्व गी. टी. सम्पन्न बुमिकर एंड कम्पनी कम्पनी चार्टर्ड एकाइलेन्ट, 1933, मार्टें गोड, मद्रास द्वारा उक्त अधिनियम के उपर्युक्तों की धारा करने वाली, भारत गवर्नर के तत्कालीन धर्म, रोजगार और पुनर्वापि मंत्रालय (धर्म और रोजगार विभाग), भारत के राजपत्र धारा 2, छठ 3, उपछठ (ii) तारीख 5 अक्टूबर, 1968 में प्रकाशित अधिसंचार म. का. आ. 3483, तारीख 21 मित्तव्य 1968 को, विवरित करती है।

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance

New Delhi, the 18th February, 1987

S.O. 641.—In exercise of the powers conferred by sub-section (4) of section 1 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby rescinds the notification of the Government of India in the late Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), No. S.O. 348², dated the 21st September, 1968 published in the Gazette of India, Part II, Section 3, sub-section (ii), dated the 5th October, 1968, applying the provisions of the said Act to M/s. P. T. Sampathikumaran and Company, Chartered Accountants, 193, Mount Road, Madras-2.

[F. No. S-70013/2/77-PF.II]

तर्हि दिल्ली, 20 फरवरी, 1987

का. आ. 642.—बोल्ड्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहसंघर्ष इस बात पर पर सहमत हो गई है कि कर्मचारी भविष्य निधि और पकीर्ण उपचान्द्र अधिनियम, 1952 (1952 का 19) के उपचान्द्र सम्बन्धित स्थापन को साझा किये जाने चाहिए :—

1. मैसर्स वाई-234 इटाकावले पार्श्वकलचरल सर्विस को-ऑपरेटिव सोसाइटी, चेरुपालूर पोस्ट, कुलासेकरम।
2. मैसर्स जैड ए-78 घन्तागुडी ग्राम को-ऑपरेटिव एग्रिकल्चरल सोसाइटी लिमिटेड, घन्तागुडी पोस्ट, फग्पल्सम पल्ल्यूर (वापा) तिलवालूर तालुक, तन्जीर कस्बा।
3. मैसर्स यूनाइटेड टेडर्स एण्ड मैम्यूफ्लॉरिंग, 322, ओल्ड महावलीपुरम रोड कवान चावडी, मद्रास-96।
4. मैसर्स कृषि यथालयम थीरुकाळीर ग्राम सिंगापेरूमल कील पोस्ट चिंगलेपट और इसका 377/378 अकाठ रोड, मद्रास-24 स्थित कार्यालय।
5. मैसर्स प्रब्लेसी ट्रिकल्म एण्ड टर्स (प्राईवेट) लिमिटेड, एम्बेसी टावर्स, 55, मोण्टीय रोड, इयमोर, मद्रास।
6. मैसर्स पुजारा फाइबर्स प्राईवेट लिमिटेड, 36 ईस्ट कालमन्थापाम रोड, रायपुरम, मद्रास-13।
7. मैसर्स जनरल टेडर्स, 97 एम. आर. के. आर. स्ट्रीट, पोस्ट बायस नं. 237, शिवकासी-23।
8. मैसर्स दी भेत्रिय भविष्य निधि आयूक्त कार्यालय स्टाफ को-ऑपरेटिव कॉन्टीन लिमिटेड 20, रायपथ हाई रोड, मद्रास।
9. मैसर्स इमोर्टस प्राईवेट लिमिटेड, 133, शवमाशी रोड, चिन्मगिरु कोम्प्लूस-14।
10. मैसर्स मुरवी आयलंस एण्ड फैमिल्स, 97 एन.आर.के. राजरथी-भास स्ट्रीट, शिवकासी-123।
11. मैसर्स पालानीश्वरा प्रिल्ट, एंट पैक, 11/2 चेयरमैन, पी. के. एस.ए. अर्लमुगा नावार रोड, शिवकासी।
12. मैसर्स इन्डोमेटिक सिस्टम्स प्राईवेट लिमिटेड, 12 जी एग टी नोड, चिंगलपुट और इसका 118 बाडवे, प्रथम मंजिल, मद्रास-1 स्थित रजिस्टर्ड कार्यालय।
13. मैसर्स राधा पाथर प्रोसिस (प्रेस) 3, लोटम गमाम्बामी स्ट्रीट, मद्रास-13 और इसका 241 टोडिङ्गापेट हाई रोड, मद्रास-81 स्थित कार्यालय।
14. मैसर्स परफैट इम्प्रेस्टम नं. 4, नार्थ, रोड, प्रथम मंजिल, परिचम मी आई टी नगर मद्रास-35 और इसका 28, कृष्णराव नाथ स्ट्रीट, टी नगर, मद्रास-17 स्थित रजिस्टर्ड कार्यालय।
15. मैसर्स डैजूरिक (इण्डिया) लिमिटेड, 4 ए स्मिथ रोड, मद्रास-2 और इसकी 73, इयनैप्पल प्लाट, डाक्टर विक्रम सारामार्द इम्प्रेस्ट्रियल इस्टेट, वेरनगुड़ी, मद्रास-93 स्थित वाला।

16. मैसर्स ए रिक्लन काटीग कन्फ्रेक्टर, नं.-4, रंगानाथन स्ट्रीट, ट्रीपनीकेन, मद्रास-5 और इसकी (1) वैस्ट एण्ड आम्पटन इलिजियरिंग लिमिटेड मद्रास-1 तथा (2) इंडियन ऑर्गेनिक कैमीकल्स, मोदाली, मद्रास-68 स्थित दो वाला।
17. मैसर्स एन.एन. 498, तिल्पूवानाम को-ऑपरेटिव मिल्क मल्काई सोमाहडी लिमिटेड, तिल्पूवानाम, मद्रासार्द ताल्लुन और इसकी (1) स्टाल नं. I मदुरई, मद्रासम, मेन रोड, तिल्पूवानाम नजदीक पंचायत कार्यालय (2) स्टाल नं. II मदुरई, मद्रासम रोड, तिल्पूवानाम रटीना सिनेमा के सामने स्थित दो वाला।

अतः केन्द्रीय सरकार उक्त धारा की धारा 1, की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपचान्द्र उक्त स्थापनों को लागू करती है।

[संख्या एस.-35019(2)/87-एस. एम.-2]
ए. के. भट्टाचार्य, प्रबन्ध सचिव

New Delhi, the 20th February, 1987

S.O. 642.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely,—

1. M/s. Y-234, Ettakavely Agricultural Service Co-operative Society, Cheruppaloor Post, Kulasekaram.
2. M/s. ZA 79, Anthagudi Village Co-operative Agricultural Society Limited, Anthagudi Post, Frappalam Pulur (via) Thittuvatur Taluk, Thanjore District..
3. M/s. Unitec Trades and Manufacturing, 322, Old Mahabalipuram Road, Kandanchavadi, Madras-96.
4. M/s. Krishi Yantralayam Thirukka Cheer Village Singaperumal Koil Post Chingleput, including its Office at 377/378, Arcot Road, Madras-24.
5. M/s. Embassy Travels and Tours (Private) Limited, Embassy Towers, 55, Montieh Road, Egmore, Madras.
6. M/s. Pujara Fibres Private Limited, 36, East Kalmandapam Road, Royapuram, Madras-13.
7. M/s. General Traders, 97, N.R.K.R. Street, Post Box No. 237, Sivakasi-23.
8. M/s. The R.P.F.C.'s Office Staff Co-operative Canteen Limited 20, Ryapettai High Road, Madras.
9. M/s. Importers Private Limited, 133, Avanashi Road, Peelamedu, Coimbatore-14.
10. M/s. Surbi Oils and Chemicals, 97, N.R.K. Rajarathinam Street, Sivakasi-123.
11. M/s. Palaniappa Print N. Pack, 112, Chairman, P.K.S.A. Arumuga Nadar Road, Sivakasi.
12. M/s. Indomatic Systems Private Limited, 12, G.S.T. Road, Chingleput, including its Registered Office at 118, Broadway, 1st Floor, Madras-1.
13. M/s. Radha Power Process (Press), 3, Lotus Rama-Swami Street, Madras-13, including its Office at 241, Tondayarpet High Road, Madras-81.
14. M/s. Perfect Instruments No. 4, North Road, 1st Floor, West C.I.T. Naazir, Madras-35, including its Registered Office at 28, Krishnarao Naidu Street, T. Nagar, Madras-17.
15. M/s. Dezurik (India) Limited, 4-A Smith Road, Madras-2, including its branch at No. 73, Developed Plot, Dr. Vikram Sarabhai Industrial Estate, Perungudi, Madras-93.
16. M/s. A. Ravindran Canteen Contractor, No. 4 Ranganathan Street, Trichy, Madras-5, including its branches at Best and Cromptan Engineering Limited, Madras-1 and Indian Organic Chemicals, Mauall, Madras-68.

17. M/s. N. N. 498, Thiruppuvanam, Co-operative Milk Supply Society Limited, Thiruppuvanam, Manamadurai Taluk, including (1) its two Stall No. I, Madurai, Mandapam Main Road, Thirupu Vanem near Panchayat Office (2) Stall No. II, Madurai, Mandapam Road, Thiruppuvanam Opp. Ratna Cinema Theatre.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[S. 35019(2)/87-SS-II]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 18 फरवरी, 1987

का.आ. 643—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि सोकंहृत में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (v) के उपखंड (vi) के उपबंधों के प्रनुसरण में भारत सरकार ने अम मंत्रालय की अधिसूचना संख्या का. आ. 3354 दिनांक 11-9-1984 द्वारा भारत सरकार टकसाल, कलकत्ता को उक्त अधिनियम के प्रयोजनों के लिए 11-9-1980 से छ. मास की कालावधि के लिए लोक उपर्योगी सेवा घोषित किया था।

और केन्द्रीय सरकार की राय है कि लोकंहृत में उक्त कालावधि को छ. मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (v) के उपखंड (vi) के परन्तुक द्वारा प्रवस्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 11 मार्च, 1987 से छ. मास की और कालावधि के लिए लोक उपर्योगी सेवा घोषित करती है।

[फा.सं.एम-11017/6/85-डी-1(ए)]

नम्द लाल, अधर सचिव

New Delhi, the 18th February, 1987

S.O. 643.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 3354 dated the 11th September, 1986 the India Government Mint, Calcutta to be public utility service for the purpose of the said Act, for a period of six months, from the 11th September, 1986;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 11th March, 1987.

[No. S-11017/6/85-D.I(A)]

NAND LAL, Under Secy.

नई दिल्ली, 25 फरवरी, 1987

का.आ. 644—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रनुसरण में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधतंत्र से सम्बद्ध प्रयोजनों और उनके कर्मकारों के बीच, अनुबंध में निरिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, बंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-2-87 को प्राप्त हुआ था।

New Delhi, the 25th February, 1987

S.O. 644.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 10th February, 1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 7/84

PARTIES :

Employers in relation to the management of State Bank of India, Punjab Circle, Chandigarh.

AND

Their workman—Surekha Bajaj.

APPEARANCES :

For the Employer.—SarvShri T. S. Doabia and Ashok Khullar.

For the workman.—Sarvshri J. G. Verma and V. K. Sharma.

INDUSTRY : Banking.

STATE : Punjab.

AWARD

Dated

The following reference No. L-12012/263/83-D. II. A. dated the 13th February 1984 under Section 10(1)(d) of the Industrial Disputes Act was received for decision pertaining to the following dispute :—

"Whether the action of the management of State Bank of India in relation to their A. D. Branch Hoshiarpur in treating Smt. Surekha Bajaj, Clerk-cum-Cashier as having abandoned the services of the Bank after 20-9-75 is justified ? If not, to what relief is she entitled ?"

2. The case of the workman was that she joined service as Clerk-cum-Cashier on temporary basis in State Bank of India at Khuradpur (Hoshiarpur on 17-3-1972 and continued to work as such till 1-11-73. That thereafter she was appointed as Clerk-cum-Cashier vide appointment letter dated 25-4-1974 on regular basis that workman joined on the said post on 28-4-74 : that on account of her illness the workman could not perform her duties for the time being and proceeded on leave on 20-9-75 : that workman received a letter from the Employer on 10-1-1976 for sending the medical certificate : that the same were duly sent to the employer : that on 11-11-1980 the workman submitted her fitness certificate and prayed the authority to re-join the duty : that the authority did not allow her to join duty : that the workman was informed that the matter had been referred to the controlling authority : that ultimately the workman was informed vide letter dated 28-2-1983 that as the workman remained absent from duty hence she has voluntarily abandoned her service. It was alleged by the workman that she had put in more than 240 days' service and being a regular employee, termination of her services amount to retrenchment as defined in Section 2(oo) of the Industrial Disputes Act and the retrenchment is bad for non-compliance of the provisions of Section 25-F of the Industrial Disputes Act and that no formal order of termination or dismissal from service has been served on the workman. So the workman alleged that she continue to be in service. It was also alleged that there can not be any abandonment of service unless and until order of termination on account of abandonment of service is passed. It was alleged that there can not be any abandonment because name of the workman is still on the roll of the Bank.

3. The employer in reply alleged that claim of the workman being stale can not be considered on merits. On merits it was alleged that workman has put in 581 days in Bank as Clerk-cum-Cashier on temporary basis but the said fact is not relevant as she was appointed on probation w.e.f. 30-4-74 : that the workman worked from 30-4-74 to 20-9-75 and for most of the days she remained on leave that during this period her working days were only 4 months and 27 days ; that after 20-9-75 the workman did not join her duty ; that her allegation that she remained ill, are not correct : that medical certificates being doubtful nature cannot be true and relied upon. It was alleged that workman deemed to have abandoned her service voluntarily. It was also alleged that no medical certificate was received ; that they served many notices to the workman requiring herself to join duty too. But she intentionally remained absent.

4. Both the parties in support of their allegation led oral as well as documentary evidence. On behalf of the workman is the statement of workman alone. She also relied on documents Ex. W2 to W6. On behalf of the management the statement of MW1 Shiv Kumar Sharma the doctor from whom the workman took treatment and MW2 S.P. Gupta Branch Manager. Both the parties also placed written arguments on the file. The contention of the workman were that as workman was appointed as clerk-cum-cashier on temporary basis in 1972 and recruited in service for a period of 240 days so she should be deemed to be confirmed in the post : that the workman was again given re-appointment in the year 1974 : that period of probation was 6 months. As the said period of probation was not extended. So the workman should be deemed to be confirmed. The second contention of the workman was that she remained absent from duty due to illness. She submitted medical certificates also : that the question of abandonment does not arise : that Bank never treated the workman having left the job. It was further contended that termination of service if any again amounts to retrenchment for which she placed reliance on L. Robert D'Souza Vs. Executive Engineer, Southern Railway and another 1982(1) LLJ 330. Delhi Cloth & General Mills Ltd. and Shambhu Nath Mukherjee and others 1978 (1) LLJ-I and AIR 1980 S.C. 1219 Santosh Gupta Vs. State Bank of Patiala and AIR 1976 S.C. 1111 State Bank of India Vs. N. Sundara Money.

5. The contention of the Bank management employer is that the workman was appointed on probation in the year 1974 on regular basis so his previous service as temporary hand will have no effect on the present case. The second contention that as the workman remained absent for the period of 5 years without any cause so she should be deemed to have voluntarily relinquished the service. It is also alleged that the workman having not completed the period of 6 months on probation it should be deemed that she was in the temporary employment and service can be terminated in any manner. The first point now to be decided is as to what was the status of the workman on 20-9-75. It is agreed between the parties that the workman was appointed vide letter dated 25-4-74 on regular basis and workman joined on 28-4-74. It is admitted that workman remained in the service of the Bank up to 20-9-1975. It is also admitted on behalf of the employer that probation period was never extended. So on completion of the period of probation status of the workman will be of a regular employee. The contention of the management to the effect that workman having not put in 6 months service during the period 28-4-74 to 20-9-75 it should be deemed that she continued to be temporary employee can not be accepted. Once the employee is allowed to continue after probation period he become regular employee. So in the present case the workman is a regular employee.

6. Next point to determine is as to whether the workman can be deemed to have voluntarily abandoned her service or not ? If the case of the employer to the effect that the workman abandoned the service is not found to be proved its order of termination will be bad. To find out whether workman has abandoned service or not two points will be necessary to decide. First whether the workman was actually ill and had sufficient cause to remain absent or not ? WS is the letter written by the workman to the Bank for the permission to re-join the duty in the year 1980. The workman stated in para 5 that she fell ill and proceeded

on medical leave from 22-9-1975 : that the illness was of such nature that the workman could not inform the Bank because with the information her married life would have been effected that she took treatment at different places and continued sending medical certificates : Nine medical certificates were sent with the letter. This shows that all the medical certificates were sent by the workman in the year 1980 and the nature of illness was not disclosed by the workman at that time. The Bank has also placed on the file Ex. W3 dated 10-1-1976 whereby the workman was required to get herself medically examined from Civil Surgeon, Sonipat or to send a medical certificate from Civil Surgeon, Hoshiarpur but no such certificate was sent. Ex. M1 is another letter dated 21-10-1975 which is admitted to be received by the workman. Workman was directed to report for duty within seven days otherwise she was to be considered to have voluntarily vacated the job Ex. M2 is another letter dated 24-11-1975 received by the workman she was again asked to resume duty failing which it will be considered that she has voluntarily vacated the job. It is admitted that both these letters were received by the workman but she did not join duty. It is also admitted by the workman in her statement as W1 that she did not know the diagnosis of the disease : she did not know the medicines taken by her. Doctor from whom this lady took treatment have not been examined by this lady nor affidavit of the said doctor have been placed on the file.

7. From the above it is evident that this lady who is educated, refused to disclose the nature of illness when she came to join duty. She did not examine the doctor to prove the nature of illness. She does not disclose the nature of illness during her cross-examination. She refused to disclose the medicines taken by her. Her plea are that it will effect her married life. On this aspect she stands belied from the fact that she took treatment from Dr. S. K. Sharma examined by the Bank who is none else but family doctor of workman's husband family. This family doctor can certainly issue false certificate to oblige her. The certificate issued by the doctor were found to be having date of the year 1980 which were later on corrected to 1979 on all places. Under the above the plea of the lady that she was ill can not be accepted and it will be held that this lady remained absent without any sufficient cause.

8. Now the next question arises as to whether the workman can be deemed to have been abandoned the service or not. It is the case of the workman that there can not be any abandonment because no formal order was passed by the management. To this contention I do not agree. Abandonment is due to an act of the employee. It does not require any formal acceptance by the employer : that employee will be deemed to have forfeited the right to the job the moment he abandoned the service or he goes on leave without any cause. In a Bank absence for a long period of five years will be sufficient to prove abandonment of service by the employee. In National Engineering Industries Ltd. Vs. Hanuman AIR 1968 S.C. 33. the workman remained absent from duty for a period of more than 8 days. It was held abandonment of service in view of the provisions contained in the Standing Orders. In Biny Ltd. Vs. Their workman AIR 1973 S.C. 1403 the workman remained absent on false plea, it was held by their Lordships that he abandoned the service. In Buckingham and Carnatic Co. Ltd. Vs. Venktiah and another AIR 1972 S.C. 1272, the workman remained absent and was held that he abandoned the service.

9. In view of the above it will be held that the workman has abandoned the service. The authorities cited by the workman does not lay down that abandonment will amount to retrenchment. These authorities also lays down the voluntarily retirement excluded from the destination of retrenchment.

10. So it is held that employee abandoned the service on her own and the order of the management is perfectly legal. So the reference is answered in favour of the management.

Chandigarh :

Dated : 30-1-1987.

का. 645.—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरत में, विशेष सर्वानुवाद वक्त आपत्ति नहीं प्रकार के प्रबंधतत्र से सम्बद्ध नियाजका भार उन्हें कमकारा कर शक्ति, भत्तवधि में नियन्त्रण आधारिक विवाद में आधारिक आधिकरण मद्दत के प्रवाप का प्रकारत करता है, जो कल्पना रास्कार का 9-2-87 का प्राप्त हुआ था।

S.O. 645.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the industrial Tribunal, Madras as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of Baroda and their workmen, which was received* by the Central Government on the 9th February, 1987.

BEFORE THIRU . YZEE MAIMOOD, B.Sc., BL, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, TAMILNADU MADRAS

(Constituted by the Central Government)

Tuesday, the 27th day of January, 1987

Industrial Dispute No. 78 of 1984

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Bank of Baroda, Trivandrum).

BETWEEN

The workman represented by

The Assistant Secretary, Bank of Baroda Employees' Union (Kerala), C/o Bank of Baroda, Palayam, Trivandrum.

AND

The Regional Manager (Kerala), Bank of Baroda, Regional Office, Post Box No. 5095, Kisan Jyothi, 1st Floor, Ramaswami Koil Street, Fort, Trivandrum-695023.

REFERENCE :

Order No. L-12012/65/84-D.II (A), dated 14-10-1984 of the Ministry of Labour and Rehabilitation, Department of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Monday, the 5th day of January, 1987 upon pursuing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru P. Govardhanan, authorised representative for the workman and of Thiru K. Rangaswamy, authorised representative for the Management, and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This dispute between the workman and the Management of Bank of Baroda, Trivandrum arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-12012/65/84-D.II (A), dated 14-10-1984 of the Ministry of Labour and Rehabilitation for adjudication of the following issue :

"Whether the action of the management of Bank of Baroda, in stopping two increments of Shri P. Soman, Cash Peon of Palayam Branch from 31-10-83 is justified? If not, to what relief is the workman concerned entitled?"

2. It is stated in the claim statement filed by the Union on behalf of the Petitioner-workman that the Petitioners was working as a Cash Peon attached to the Palayam Branch of the Bank of Baroda. On 21-10-1980, he was asked to open wooden boxes containing currency notes brought from the Reserve Bank of India which he refused to do on the ground that it was not a part of his duties. On this, charges were framed against him and an enquiry was conducted. The Enquiry Officer erroneously found him guilty of the charges. Accepting the findings of the Enquiry Officer, the Disciplinary

Authority inflicted the punishment of stoppage of four increments with cumulative effect. The Disciplinary Authority failed to see that the petitioner was not given reasonable opportunity of addressing his case and the punishment was grossly disproportionate to the gravity of the misconduct committed. Hence the dispute.

In the counter statement filed by the Respondent-Bank, it is stated that the petitioner was employed as a Peon at the Palayam Branch of the Respondent-Bank. The peons are allotted to the cash department carrying a special allowance of Rs. 20 per month. Petitioner-workman was working in the Cash Department/Currency Cheats of the Palayam Branch of the Respondent on 21-10-80. On that day, cash amounting to Rs. 165 lakhs in thirteen deal wood boxes and one steel box was remitted to the Cheat by Reserve Bank of India. The cheat has to be opened in the strong room under the supervision and no outsiders are allowed. On 21-10-1980, the petitioner being the Peon attached to the Department was asked by the Currency Cheat Officer orally to open the boxes for verification. He refused to do the job, and demanded some ex gratia payment for performing the work. Later by a memo dated 21-10-1980, issued by the Senior Manager of the Branch he was called upon to perform the work. On 22-10-1980, another memo was issued to him stating that his explanation dated 21-10-1980 was not satisfactory. As the petitioner persisted in his conduct, a charge memo was issued to him and enquiry conducted. The petitioner was given full opportunity to put forward his defence. The Enquiry Officer held the charges as proved and the findings of the Enquiry Officer are just and proper. Accepting the findings of the Enquiry Officer, the punishment of stoppage of two increments was imposed which is not grossly disproportionate to the gravity of the misconduct committed. Hence the reference has to be rejected.

4. No oral evidence was adduced on either side. Exs. W-1 to W-8 were relied upon by the Petitioner and Exs. M-1 to M-15 series by the Management.

5. The point for consideration as made in the reference is as follows :

"Whether the action of the management of Bank of Baroda, in stopping two increments of Shri P. Soman, Cash Peon of Palayam Branch from 31-10-83 is justified? If not, to what relief is the workman concerned entitled?"

6. The Petitioner was working as a Peon in the Cash Department of the Palayam Branch of the Respondent-Bank. It is alleged that on 21-10-1980, cash remittance of Rs. 165 lakhs was received from the Reserve Bank of India in wooden boxes. These were to be opened in the presence of Reserve Bank of India Officer and the cash box had to be verified. The Petitioner was orally instructed on 21-10-1980 by an Officer-in-charge of the Currency Cheat to open the boxes. He refused to carry out the instructions stating that it was not the normal part of his duties and demanded a lump sum of Rs. 4 per box or in the alternative overtime wages. It is further alleged that in spite of repeated persuasions, the charge-sheeted employee failed to obey the instructions of the Officer and failed to open the boxes containing currency notes. Ex. P-2 (marked in the domestic enquiry) was the memo dated 21-10-1980 issued by the Senior Manager to the Petitioner calling upon him to perform the above work. Reference was also made to Ex. P-1 (marked in the enquiry proceedings), wherein the Currency Cheat Officer had put up a note to the Accountant that the delinquent-employee had pleaded his inability to open the boxes for verification of the cash, and claimed ex gratia payment. The Accountant had made an endorsement in Ex. P-1 stating that the delinquent employee had refused to break the boxes on the ground that it was not a part of his duties. He had given an explanation (marked as Ex. P-3 in the domestic enquiry) dated 21-10-1980, wherein he had reiterated that it is not his function as a Peon to break open the wooden boxes. Ex. P-4 (marked in the domestic enquiry) dated 22-10-1980, another memo issued to the delinquent-employee by the Senior Manager calling upon him to open the currency boxes as it is part and parcel of the normal duties assigned to him and holding his explanation to the earlier memo as not satisfactory. In spite of it, he had not complied with the request. Ex. D-1 (marked in the domestic enquiry) dated 14-11-1980, was another memo

issued by the Senior Manager to the delinquent-employee calling for explanation from him. In this exhibit reference had been made not only to the fact that he had refused to carry out the assigned duties in spite of two earlier memos dated 21-10-1980 and 22-10-1980 but that he had also asked for a sum of Rs. 4 per box or in the alternative overtime for performing the task. Ex. M-4 marked before this Court is the explanation given by the Petitioner-workman to this Memo dated 14-11-1980. In the explanation he had denied the charge but had not specifically stated that he had not demanded any ex gratia payment. The workman was subsequently charged in the domestic enquiry in respect of the incident for wilful insubordination or disobedience of any lawful and reasonable orders of the Management or of the superiors which is a gross misconduct under clause 19.5(e) of the Bipartite Settlement applicable to the employee in question.

7. The Petitioner did not seriously challenge the validity of the enquiry. The main contention put forward is that the work of opening cash boxes received from the Reserve Bank of India was not part of his duties and that he had not demanded overtime or lump sum payment for opening the cash boxes but had only refused to perform the job on the ground that it does not pertain to his duties. The authorised representative appearing for the workman had brought to my notice the duties assigned to Cash Peons as mentioned in Part II Clause (iv) of the Bipartite Settlement at page 39. According to it, the Cash Peons are required to do the following duties :

- (i) To take money-orders, to buy stamps etc., which involves carrying of cash not exceeding Rs. 400 and to carry insured letter etc. to Post Office ;
- (ii) to stitch currency note bundles ;
- (iii) to stitch and seal parcels or packets containing currency notes, and
- (iv) to transit cash from the Bank to an office outside or vice versa, if unaccompanied by a Watchman/ Armed Guard.

Based on it, it was contended that opening of wooden boxes containing cash had not been mentioned as one of the duties in the Bipartite Settlement and as such the workman was justified in refusing to perform this work. In rejecting the argument, it has to be pointed out that the duties mentioned in the above clause of the Bipartite Settlement are only illustrative and not exhaustive. Cash Peons are admittedly paid Special Allowance and have to carry out such duties as are assigned to them which would be an integral part of the banking function. Opening of cash boxes received from the Reserve Bank of India for the purpose of verification of the cash cannot be treated as a duty not to be performed by Cash Peon who has to stitch currency note bundles and stitch and seal parcels or packets containing currency notes even according to the duties assigned to him as per the Bipartite Settlement. The fact that he bluntly refused to perform the duty of opening the cash boxes received from the Reserve Bank of India in spite of the direction of his superior is not disputed. The Enquiry Officer had also pointed out that regarding the charge of employee having demanded overtime or lumpsum payment it had been deposed to by P.Ws.-1 to 3 in the domestic enquiry and no suggestion was put to these witnesses that the delinquent had not asked for any such ex gratia payment. Moreover, it has to be noted that this fact has also been mentioned in Ex. P-1 (marked in the domestic enquiry) namely, the report made by the Currency Cheat Officer to the Accountant as early as 21-10-1980. It was urged on behalf of the Petitioner that there has been some interpolation in Ex. P-1 and it should not be relied upon. On a close perusal of this document, I have no reason to doubt its genuineness and at no stage in the enquiry had the delinquent raised any such plea. Hence his contention is baseless. The Enquiry Officer had come to the correct conclusion that the charges had been proved on the evidence on record amounting to gross misconduct under clause 19.5(e) of the Bipartite Settlement marked as Ex. M-1.

8. The Punishing Authority by its order dated 6th August, 1982 had accepted the findings rendered by the Enquiry Officer. It is argued on behalf of the Petitioner that in the final order while referring to the representation dated 5-7-1982

in respect of the proposed punishment, the Punishing Authority had stated as follows :

"The points raised by the charge-sheeted employee in his written representation dated 5th July, 1982 are irrelevant in as much as he has failed to disprove the charge levelled against him in the course of the departmental enquiry, though he was given all fair and reasonable opportunities. Moreover, the charge-sheeted employee has not put forward any valid grounds and reasons necessitating review of the proposed punishment."

Thereafter the Punishing Authority had proceeded to impose the punishment of stoppage of four annual increments which was subsequently reduced to stoppage of two increments by the Appellate Authority by its order marked as Ex. M-8 dated 19-10-1982. It is no doubt true that this portion of the order gives the impression that the Punishing Authority was under the misconception that the Petitioner had failed to disprove the charge levelled against him though in the earlier paragraph he had stated that he satisfied with the enquiry and after carefully evaluating the evidence, the Enquiry Officer had come to the conclusion that the Petitioner was guilty of the charge levelled against him. Moreover, the misconception in question cannot be a ground for setting aside the order of punishment imposed in as much as it is open to this Court to re-appraise the evidence and arrive at an independent conclusion as to the misconduct committed and the justification of the punishment imposed.

9. On a reappraisal of the oral and documentary evidence, I have no hesitation in holding that the enquiry had been properly conducted and the Enquiry Officer had come to the correct conclusion in rendering the findings holding the charges as proved and the punishment of stoppage of two increments is perfectly valid and justified. Award is passed accordingly. There will be no order as to costs.

Dated, this 27th day of January, 1987.

(Sd/-) FYZEE MAHMOOD Industrial Tribunal
WITNESSES EXAMINED

For both sides.—None.

DOCUMENTS MARKED

For the workman :

- Ex. W-1/18-9-81.—True copy of letter from the Union to the Management.
- Ex. W-2/10-8-81.—True copy of letter from the Union to the Assistant Labour Commissioner (Central), Trivandrum regarding the dispute.
- Ex. W-3/20-10-82.—True copy of the minutes of discussion held before the Assistant Labour Commissioner between the parties.
- Ex. W-4/1-9-83.—True copy of the letter from the Union to the Assistant Labour Commissioner, Trivandrum.
- Ex. W-5/29-10-83.—True copy of letter from the Union to the Senior Manager, Bank of Baroda, Palayam.
- Ex. W-6/29-10-83.—True copy of letter from the Union to the Labour Enforcement Officer, Trivandrum.
- Ex. W-7/19-10-86.—True copy of extract of Bipartite Settlement regarding Part-II Sub-staff.
- Ex. W-8/18-8-76.—Xerox copy of letter from the Reserve Bank of India, Bombay to the Indian Bank, H.O., Madras-1.

For Management :

- Ex. M-1/19-10-86.—Settlement on the Industrial Disputes between certain Banking Companies and their workmen. (printed book).
- Ex. M-2/25-8-78.—Xerox copy of appointment order issued to P. Soman the Petitioners in I. D. 78/84.

- Ex. M-3/14-11-80.—Copy of the letter from the Management to the Petitioner calling for explanation.
- Ex. M-4/18-11-80.—Letter from the Petitioner to the Management written in Malayalam language.
- Ex. M-5/3-12-80.—Copy of reply to Ex. M-4 from the Management extending the time for submitting the explanation.
- Ex. M-6/5-12-80.—Letter from the Petitioner to the Management written in Malayalam.
- Ex. M-7/23-6-81.—Enquiry Proceeding; (containing 34 documents) and final order passed by the Disciplinary Authority.
- Ex. M-8/20-8-82.—Appeal preferred by the Petitioner before the Assistant General Manager Madras and orders passed by the Appellate Authority directing stoppage of two annual increments to the Petitioner.
- Ex. M-9/13-10-81.—Copy of letter from the Assistant General Manager to the Currency Officer of the Reserve Bank of India, Madras-1.
- Ex. M-10/1-9-83.—Copy of letter from the Union to the Assistant Labour Commissioner (Central) Trivandrum.
- Ex. M-11/28-10-83.—Copy of letter from the Management to the Assistant Labour Commissioner.
- Ex. M-12/14-12-83.—Copy of letter from the Union to the Assistant Labour Commissioner (Central) Trivandrum.
- Ex. M-13/8-3-84.—Copy of conciliation failure report of the Assistant Labour Commissioner, (Central).
- Ex. M-14/19-10-84.—Xerox copy of the order from the Central Government referring the dispute for adjudication.
- Ex. M-15 series.—Vouchers for payment of charges for packing currency notes.

FYZEE MAHMOOD, Industrial Tribunal
[No. L-12012/65/84-D.II (A)]

नई दिल्ली, 27 फरवरी, 1987

का.आ. 646 —श्रीदीगिक विवाद अधिनियम, 1947 (1947 का 14) की घारा 17 के अनुसार में, केन्द्रीय सरकार, इलाहाबाद बैंक के प्रबंधालय में सम्बद्ध नियंत्रितों और उनके न्यायारों के बीच, यदवंप में निर्दिष्ट श्रीदीगिक विवाद में श्रीदीगिक अधिकार सुनेपवर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-2-87 को प्राप्त हुआ था।

New Delhi, the 27th February, 1987

S.O. 646.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar, as shown in the Annexure in the industrial dispute between the employers in relation to the Allahabad Bank and their workmen, which was received by the Central Government on the 10-2-1987.

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR
PRESENT :

Shri B. N. Panda, M.A., LL.B. Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 6/82 (Central)

Bhubaneswar, the 27th January, 1987

BETWEEN

Regional Manager, Allahabad Bank, 4, Syed Amir Ali Avenue, Calcutta-17
First Party

AND

General Secretary, All Orissa Allahabad Bank Employees Union, Post Office Paradip Port, Dist. Cuttack.
Second Party.

APPEARANCES :

Shri S. K. Ghose, Officer Legal Department—for the First Party.

Sri M. Mishra, General Secretary—for the Second Party.

AWARD

1. This is a reference under section 10(1) of the Industrial Disputes Act, 1947 made by the Central Government vide notification No. L-12011/38/80-D.II (A) dated 10th May, 1982 of the Labour Department. The schedule of reference is as follows :—

"Whether the demands of the workmen of Allahabad Bank Rourkela represented by All Orissa Allahabad Bank Employees' Union for :—

- Continuance of the compensation for hiring accommodation by the employees of the Bank at Rourkela;
- Enhancing its rates of payment from Rs. 150 P.M. to Rs. 300 P.M. for non-subordinate staff and from Rs. 100 P.M. to Rs. 200 P.M. for subordinate staff, and
- not deducting any amount towards rental charges, are justified ? If so, to what extent and what relief are the workman concerned entitled ?"

2. The case of the workman is that a settlement was arrived at between the Management of the Banks represented by Indian Banks' Association, Bombay and their workmen represented by All India Bank Employees Association and All India Bank Employees Federation on 19-10-1966. The provisions for payment of Project Area House Rent Allowance to the workmen of branches in Group-A project Areas applicable to Rourkela. The Allahabad Bank was a party to the said settlement and its workmen through All India Bank Employees Association were also party to the said settlement. Under Clause-8.2 the non-subordinate staff are to be paid Project Area House Rent Allowance at the flat rate of Rs. 24 per month and Subordinate Staff were to be paid at the flat rate of Rs. 19 per month. These amounts continued to be paid to the workmen of the First Party serving in its Rourkela Branch. The First Party-Management opened its branch at Rourkela during December, 1974 and the workmen after being posted at the above centre faced much difficulties due to want of residential accommodation inside the Project Area. They drew the attention of the First Party-Management in various forms. It was decided by the First Party to compensate the workmen of Rourkela Branch by making payment of actual house rent at the rate of Rs. 150 per month to non-subordinate staff and Rs. 100 per month to Subordinate staff. A copy of the said decision was communicated by the Regional Manager, Calcutta to the Area Manager, Bhubaneswar and to the Manager, Rourkela on 8-3-1978. This decision was implemented with effect from the month of March, 1978. Although this decision virtually negated the Bipartite Settlement dated 19-10-1966 the workmen had no reason to complain because they were getting better benefit under this decision. The Manager, Allahabad Bank, Rourkela wrote to the Representative of the All Orissa Allahabad Bank Employees' Union, Rourkela Unit intimating the terms of the aforesaid decision. By another Bipartite Settlement dated 31-10-79 it was decided that in Project Area Group-A, 7-12% of the pay subject to a minimum of Rs. 35 in case of non-subordinate staff and Rs. 30 in case of subordinate staff and maximum of Rs. 85 per month will be paid under Project Area Group-A House Rent Allowance. In the mean time, many other Banks, Signatories to the above settlement had also adopted similar system. These systems were not however discontinued under Bipartite Settlement dated 31-10-1979. In other words the Bipartite Settlement dated 31-10-1979 was not to operate to detract from the benefit enjoyed by the workmen as per the decision dated 8-3-1978. After the said settlement

dated 31-10-79 the First Party as well as other signatories to these settlement continued to meet the house rent expenses of their workmen as decided on 8-3-1978. It is further stated that in its working the decision dated 8-3-1978 was creating problems specially after the revision pay scale of workmen under the Bi-partite settlement dated 1-8-1979. Under the arrangement, 10% of the Basic Pay was being deducted towards house rent. With revision of wages, the basic pay of the workmen became almost double and the deduction of 10% became almost double in this manner affecting the net pay pocket of the workmen. On protest by the workmen, the Manager, Rourkela Branch recommended reduced house rent. The Management went on paying house rent allowance as per the decision dated 8-3-1978. Though it was fully conscious of the fact that the said decision is not covered by the terms and conditions of any of the settlements entered into between the Indian Banks' Association and All India Bank Employees Association. The First Party-Management gave notice u/s 9-A of the Industrial Disputes Act, 1947 for switching over to the provision of the third Bipartite Settlement. The workmen objected to the said notice on the ground that actual house rent paid at Rourkela is much more higher than the compensation paid under the decision dated 8-3-1978. They also demanded the increase of the amount of compensation of Rs. 300 and Rs. 200 for non-subordinate staff and subordinate staff respectively per month and for discontinuance of deduction made from the Basic Pay. It is then stated that at Rourkela the problem of getting a one-formed tenement also is very difficult and house was available at higher rent. According to the workmen payment of house rent should be made according to the decision dated 8-3-1978, and the rate be enhanced to Rs. 300 for non-subordinate staff and Rs. 200 for subordinate staff per month.

3. The Management inter alia contends that the Bank after the introduction of the third Bipartite Settlement caused due notice under section 9-A of the Industrial Disputes Act, 1947 regarding implementation of House Rent Allowance at Project like Rourkela strictly as per the third Bipartite Settlement at the rate of 1-1/2% to be of the pay in place of the hiring compensation so far being paid to the award staff posted at Rourkela on the basis of a purely private understanding between the Bank and its employees. The basis for the claim of house rent subsidy in project areas is contrary to clause 8.3 of the First Bipartite Settlement dated 19-10-1966 and there is no obligation cast on the banks to provide residential accommodation or to pay house rent subsidy in lieu thereof. On a perusal of clause 8.3 of the First Bipartite Settlement it is contended it is abundantly clear that the parties have recognised the non-availability of residential accommodation in Project areas and the main consideration for the payment of house rent allowance in these areas is the fact that banks are not in a position to provide residential quarters to its employees in these areas. If the Bank is in a position to offer residential accommodation to its employees in project areas, then house rent allowance will be discontinued. The payment of house rent allowance to employees who are not provided with residential accommodation is obligatory. The provision of such accommodation by a bank is purely optional. It is also clear from clause 8.3 that while house rent allowance will be paid for the period of the settlement, its continuance after expiry of the period of the settlement will depend on a review of the housing situation in the project at that time thereby implying that if residential accommodation becomes available in these areas at that time, even the payment of the allowance is liable to be withdrawn. In this connection it is stated that both under the Sastri Award and Desai Award no house rent allowance is payable to an employee if a bank is in a position to offer residential accommodation. This indicates that the provision of residential quarters by a bank in project area centres is not obligatory but optional. The Bipartite Settlement which succeeded the Sastri and Desai Awards, therefore provided for the payment of house rent allowance at project area centres consistent with the pattern prevailing in the banking industry i.e. House Rent Allowance shall be paid until such time as the bank is in a position to offer residential accommodation. In clause-II of the settlement on 'other issues' dated 8th November, 1973, the parties after reviewing the nomination figured and also on due consideration of other special factors treated a number of places which were formally not falling in project area centres as now falling in project area centres. On the date of the settlement dated

8th November, 1973, many Banks had not provided quarters at the project area centres, because they were not obliged to do so. The third Bipartite Settlement dated 31-10-1979 also makes the position clear that the bank is under no obligation to provide residential accommodation though it is bound to pay house rent allowance. The third Bipartite Settlement provided payment of allowance to the workmen at the project areas comprising of Compensatory Allowance and House Rent Allowance. Clause 13(ii) provides for payment of house rent allowance in project areas, if quarters are not provided by the banks, with effect from 1-9-1978. The rate of house rent allowance payable for Group 'A' project area centres is on par with the house rent allowance payable at special areas like Bombay, Calcutta, Delhi and Madras, owing in the common problem of accommodation being very acute. Therefore, the question of enhancement of the quantum to Rs. 300 and Rs. 200 has no justification at all. Under the third Bipartite settlement which reiterates the clause 3.3 of the first Bipartite settlement, the rate of house rent allowance has been arrived from Rs. 24 and Rs. 19 per month for non-subordinate and subordinate staff respectively to 7-1/2 per cent of pay subject to a minimum of Rs. 35 for non-subordinate staff and Rs. 30 for subordinate staff and a maximum of Rs. 85 for place, falling under Group 'A'. In accordance with the letter and spirit of the third Bipartite Settlement, the bank sought to pay House Rent Allowance only at rates specified in the new third Bipartite Settlement, since it had not provided its own quarters to the employees at Rourkela and for the same the notice u/s. 9-A of the Industrial Disputes Act was issued. The demand of the workmen for continuance of the compensatory payment of House Rent Allowance at Rs. 150 for non-subordinate staff and Rs. 100 for sub-staff is not justified and tenable as per the third Bipartite Settlement, 1979 which governs the service conditions of the staff. It is further stated that the payment of Rs. 150 and Rs. 100 which was a temporary and stop-gap arrangement was allowed by the Bank subject to the condition that the employees forego the House Rent Allowance admissible under the Bipartite Settlement. The third Bipartite Settlement, which the bank seeks to enforce now will bring uniformity. The claims of the workmen are also barred by the principle of estoppel and existence of a binding settlement in so far as clause XII of the third Bipartite Settlement dated 31-10-1979 expressly provides that the parties signing the agreement till not raise any demand of any nature whatsoever on any of the banks in respect of matters covered by the settlement. Since the said settlements are legal, valid and subsisting between the parties, the demand for payment of the hiring compensation is a clear breach of the terms of the settlement by the Opposite Party and should be rejected. The third Bipartite Settlement came into effect on 1-9-1978 and is valid for four years i.e. up to 30-8-1982 or till it is terminated after following the procedure laid down in Industrial Disputes Act, 1947. Finally, the third Bipartite Settlement being a package deal, the Bank is obliged to follow its terms and provisions in their entirety in the absence of any qualifying clauses, and cannot implement the same on the piecemeal basis.

4. Most of the facts of this case are not disputed. Clause 8.2 of the Bipartite Settlement dated 19-10-66 provides that the non-subordinate staff shall get project area house rent allowance at flat rate of Rs. 24 per month and the sub-ordinate staff were to be paid at the flat rate of Rs. 19 per month. Taking into consideration the non-availability of housing accommodation at Rourkela and the difficulties experienced by the staff the Management took a decision on 8-3-1978 under which the non-subordinate staff were entitled to house rent allowance at the rate of Rs. 150 per month and the subordinate staff were entitled to house rent allowance at the rate of Rs. 100 per month. This decision was implemented with effect from the month of March, 1978. The Bipartite Settlement dated 31-10-79 provides that in project area group-A 7-1/2 per cent of the pay subject to a minimum of Rs. 35 in the case non-subordinate staff, Rs. 30 in case of subordinate staff and maximum of Rs. 85 per month shall be paid. After this settlement, the Management served the notice u/s. 9-A of the Industrial Disputes Act for switching over to the provision made in the third Bipartite Settlement dated 31-10-79. This decision of the Management has led to the present dispute.

According to the Union the Management was not justified in changing the terms and conditions envisaged in its decision dated 8-3-1978. On the other hand they are liable to pay house rent at the rate of Rs. 300 per month for the non-subordinate staff and Rs. 200 per month to the subordinate staff, in view of the increase of house rent in Rourkela area. They are also not justified in deducting any amount towards rental charges. The submission on behalf of the Management however, is that nothing of the settlement obligates the Management to provide housing accommodation to its employees. Though there is provision for payment of house rent allowance the third Bipartite Settlement which supersedes the earlier settlement and prescribes the rate at which the house rent should be paid to the employees. The workmen are bound by the terms of the settlement contained in the third Bipartite Settlement. In place like Bombay, Calcutta, Delhi and Madras where the housing problem is more acute house rent allowance as provided in third Bipartite Settlement are being paid to the employees. The staff of Rourkela have therefore no justification in claiming higher rates of house rent. In this connection it is also submitted that the payment of Rs. 150 and Rs. 100 to the staff as per the decision dated 8-3-78 was only a temporary and stop-gap arrangement and that has not created a right of the employees. Emphasis is laid on clause 9 of third Bipartite Settlement which provides that the parties signing the agreement will not raise any demand of any nature whatsoever on any of the Bank in respect of matters covered by the settlement. The third Bipartite Settlement, it is further submitted, came into effect on 1-9-1978 and is valid for four years i.e. up to 30-8-1982 or till it is terminated after following the procedure laid down in the Industrial Disputes Act, 1947. The question referred for adjudication is however not as to the effect of the third Bipartite Settlement on the payment of house rent allowance by the Management to its employees. The specific question referred to is whether the compensation for hiring accommodation by the employees of the Bank at Rourkela should be continued and whether the rates of payment for hiring accommodation should be enhanced from Rs. 150 to Rs. 300 for the non-subordinate staff and Rs. 100 to Rs. 200 for the subordinate staff. The other question for consideration is whether the claim of the workman that no amount should be deducted from their pay towards rental charges is justified. Admittedly, the Bank as per its decision dated 8-7-78 was paying compensation for hiring accommodation at the rate of Rs. 150 to the non-subordinate staff and at the rate of Rs. 100 per month to the subordinate staff. This payment according to the Management was only a temporary and stop-gap arrangement and the decision dated 8-3-1978 is superseded by the provision made in the third Bipartite Settlement. Ext. 11 dated 13-12-83 is a letter issued by the Head Office to its zonal office at Calcutta. In this letter the Head Office intimated the zonal offices to ascertain if the project authorities and the Government Housing Board located at each centre are in a position to provide quarters to the Bank for their class-III and class-IV staff and if so, what would be the quantum of rent for such quarters. Thereafter, the lowest rent between the two Authorities shall be fixed for the Bank employees pending allotment of flats/quarters by the Government Housing Board/Project Areas Authorities. It was also directed in this letter to pay the rent after fixing the lowest rent of such type of quarters directly to the landlords provided the employees concerned could produce rent receipts issued in favour of the Bank within that monthly rent limit subject to the following conditions :—

- (i) No house rent allowance shall be paid to the employees concerned to whom accommodation will be allotted.
- (ii) 6 per cent of basic pay will be deducted from the monthly salary of the employees concerned.
- (iii) All other expenses viz. electricity/sweeping/maintenance charges should be borne by the employees concerned.

The Head Office wanted to know the financial impact of such matter at each project centre and also to advise them the quantum of rent fixed by the zonal offices. On a perusal of this letter it would appear that the Management by

implication admits that it has liability to provide quarters to the class-III and class-IV employees. In case however it is not possible to provide any of the employees with the necessary housing accommodation the Management undertook to pay house rent at a particular rate to be fixed in the guide lines mentioned in the letter. The letter further indicates that six percent of the basic of the employees shall be deducted from those employees are provided with residential accommodation. This letter is dated 13-12-1983 whereas admitted by the Management the terms of the third Bipartite Settlement was ordinarily expired by 30-8-1982. By making the arrangements mentioned in this letter which was of course not accepted by the workmen, the management is presumed to have given a go-by to the terms and condition embodied in the third Bipartite Settlement. Though there is no specific evidence the issue of this letter is only suggestive of the fact that the Management taking into consideration the acuteness of the housing accommodation and the high rates of rent charged by the land lords has decided either to make arrangements of housing accommodation for its employees or to pay house rent at the rates to be fixed as per the guide-lines indicated in this letter. It is therefore not possible to accept the submission on behalf of the Management that in face of the third Bipartite Settlement the Management is not bound to pay house rent allowance at the rate beyond what is provided in the third Bipartite settlement. The Management in the face of the third Bipartite Settlement dated 19-10-86 had as per its decision dated 8-3-78 extended the benefits of compensation for hiring accommodation. Issue of the letter (Ext. 11) is a similar steps taken by the Management with a view to provide relief to the employees in the matter of housing accommodation. In view of the letter (Ext. 11) it is not open to the Management to contend that it is neither liable to provide accommodation to its employees nor pay any house rent allowance. The arrangements made as per the decision dated 8-3-78 (Ext. 12) which was a voluntary act on the part of the Management was fair and the Management by issue of the letter (Ext. 11) has only confirmed the position. It has a liability to either provide housing accommodation or to pay house rent to the employees. Arrangement for payment of compensation for hiring accommodation could not therefore be discontinued unless some other arrangements were made. The discontinuance of payment of compensation towards hiring accommodation by the Management has not therefore been either justified or legal.

5. The next question for consideration is whether the rates of compensation should be enhanced? According to the workman the rate of house rent having been increased as evidenced from the rent receipts (Ext. 6 series) it is but appropriate that the rate should be enhanced. No employee who has paid the house rent under Ext. 6 series nor any land lord has been examined to state on oath that there has been such payment of rent as per Ext. 6 series. It is therefore not possible to accept the correctness of these rent receipts so as to fix the compensation towards hiring accommodation. The arrangements envisaged in the Management's letter (Ext. 11) can not be said to be unreasonable and the same should be worked out. The arrangements made as per the decision dated 8-3-1978 (Ext. 12) should be allowed to remain in operation till the arrangements made in Ext. 11 is finally worked out. The workmen shall be entitled to the arrears of house rent at the above rate from 31-3-1982.

6. An Award is accordingly passed.
Dated : 27-1-87.

R. N. PANDA, Presiding Officer
[No. L-12011/38/80-D.U(A)],
N. K. VERMA, Desk Officer

नई विली, 25 फरवरी, 1987

का.आ. 647—दोषीक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्यय में केन्द्रीय सरकार, विभागापद्धति प्रभान्यांग के प्रबंधनस्त्र के बिलुप्त पार्ट और डाक एम्पलाइज एसोसियेशन द्वारा उक्त अधिनियम की धारा 33के प्रधीन दायर पर गई शिकायत के

मंवंथ मे असरद मे दण्डन गण श्रीधरिक अधिकारण हैदराबाद के पचा को प्रकाशित करनी है, जो 10-2-1987 को प्राप्त हुआ था।

New Delhi, the 25th February, 1987

S.O. 647.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the annexure in respect of complaint u/s 33A of the said Act filed by the Port & Dock Employees Association, Visakhapatnam against the management of Visakhapatnam Port Trust which was received by the Central Government on the 10-2-1987.

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD**

Miscellaneous Petition No. 147 of 1984

In

Industrial Dispute No. 28 of 1982

BETWEEN

The Workmen of Visakhapatnam Port Trust, Visakhapatnam (Represented by the General Secretary, Port and Dock Employees Association).—Petitioner.

AND

The Management of Visakhapatnam Port Trust Visakhapatnam.—Respondent.

APPEARANCES :

Sri G. Bikshapathi, Advocate—for the Petitioner.

Sri K. Srinivasa Murthy, Miss G. Sudha and Sri H. K. Saigal, Advocates—for the Respondent.

AWARD

This is a complaint filed under Section 33A of the Industrial Disputes Act, 1947 by the Workmen-Petitioner represented by their Secretary, Port & Dock Employees Association, Visakhapatnam praying to adjudicate upon the matter as if it is a reference made by the Government passed an award holding the allocation of duties of Operator Grade II and Assistant Foreman as issued by the Plant Superintendent of Ore Handling Complex to be effective from 9-12-1984 as illegal and unlawful.

2. On this, a counter is filed by the Management denying the allegations and further mentioning that the Management arrived at an agreement with the recognised Union referred to in the foregoing paragraphs to provide promotional opportunities to the stagnated staff. It is also mentioned that the Union has agitated the matter in W.P. No. 16311/84 in the High Court and the Management filed a counter in the said matter and knowing fully well the result in W.P.M.P. No. 21754/84 in W.P. No. 16311/84 the Union has chosen to file this M.P. and I.D. No. 28/82 is no way related to this matter i.e. reference in Industrial Dispute is totally different from the subject matter of the M.P. Moreover the employees in the Industrial Dispute are not connected with the subject matter of the M.P. Section 33A of the I.D. Act is not applicable to this case.

2. Now it is found from the records that I.D. No. 28/82 was disposed off by passing an award on 16-1-1985. The matter referred for adjudication in I.D. No. 28/82 is as follows :

"Whether the action of the Management of Visakhapatnam Port Trust in denying the benefit of two increments to the Operators of Ore Handling Complex who were promoted from Grade III to Grade II during the period from 1-1-1974 to 14-7-77 vis-a-vis the provisions of clause 2(m) of the Settlement dated 14-7-77 with the Federations is justified? If not, to what relief are the concerned workmen entitled?"

It is referred at the instance of workmen against the Management of Visakhapatnam Port Trust. The present application is with reference to allocation of duties of Operator Grade II and Assistant Foreman of the Ore Handling Complex to be effective from 9-12-1984 is requested to be declared as illegal. First of all there is no connection whatsoever between the miscellaneous petition and Industrial Dispute. Further the Industrial Dispute I.D. 28/82 is disposed off on 16-1-1985 by passing an award in this tribunal.

3. The Management contended by filing a Memo by Sri M. G. L. Vithal that this miscellaneous petition has become infructuous and the same should be dismissed. Sri G. VidyaSagar on the other hand wanted the complaint under Section 33A is being withdrawn with liberty to file a fresh complaint as and when necessary. There is nothing like giving such permission for a fresh complaint as and when advised. The facts are clear. The award is passed on 16-1-1985 and the Section 33A application which has no connection whatsoever with the I.D. No. 28 of 1982 cannot be kept pending as the reference in the Industrial Dispute is different from the subject matter in miscellaneous petition. Moreover the employees in the reference of the Industrial Dispute are not connected with the reference made in the M.P. In the said circumstances the M.P. becomes infructuous. Hence the same stands dismissed.

Dictated to the Stenographer, transcribed by him corrected by me and given under my hand and the seal of this Tribunal, this the 29th day of January, 1987.

Dated : 30-1-87.

**INDUSTRIAL TRIBUNAL
Appendix of Evidence**

NIL

J. VENUGOPALA RAO, Industrial Tribunal
[No. L-34011/2/82-D.JV(A)-II]

का प्रा. 648.—श्रीधरिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विशाखापट्टनम पत्तन न्याय के प्रयोगताव के विषय पोर्ट और डॉक एप्पलाइज एसेसिंग यम डॉक उत्तर अधिनियम की धारा 33A के अधीन दायर की गई गिरावत के संबंध में अन्वेषण गण श्रीधरिक अधिकारण, हैदराबाद के पंचाट को प्रकाशित करनी है, जो कि केन्द्रीय सरकार की 10-2-1987 की प्राप्त हुआ था।

S.O. 648.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the annexure in respect of complaint u/s 33A of the said Act filed by the Port & Dock Employees Association, Visakhapatnam against the management of Visakhapatnam Port Trust which was received by the Central Government on the 10th February, 1987.

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD**

Miscellaneous Petition No. 148 of 1984.

In

Industrial Dispute No. 23 of 1982.

BETWEEN

The Workmen of Visakhapatnam Port (Represented by the General Secretary, Port & Dock Employees Association) Visakhapatnam.—Petitioner.

AND

The Management of Visakhapatnam Port Trust, Visakhapatnam.—Respondent.

APPEARANCES :

Sri G. Bikshapathi, Advocate—for the Petitioner.

Sri K. Srinivasa Murthy, Miss G. Sudha and Sri H. K. Saigal, Advocates—for the Respondent.

AWARD

This is a complaint filed under Section 33A of the Industrial Disputes Act, 1947 by the workmen petitioner represented by their Secretary, Port and Dock Employees Association, Visakhapatnam praying to adjudicate upon the matter as if it is a reference made by the Government passed an award holding the allocation of duties as ordered by the Respondent to be effective from 9-12-1984 as illegal and unlawful.

2. On this a counter is filed by the Management denying the allegations and further mentioning that the Management arrived at an agreement with the recognised Union referred to in the foregoing paragraphs to provide promotional opportunities to the stagnated staff. It is also mentioned that the Union has agitated the matter in W.P. No. 16311/84 in the High Court and the Management filed a counter in the said matter and knowing fully well the result in W.P.M.P. No. 21754/84 in W.P. No. 16311 of 1984 the Union has chosen to file this M.P. and I.D. No. 23 of 1982 is no way related to this matter i.e. reference in Industrial Dispute is totally different from the subject matter of the M.P.. Moreover the employees in the Industrial Dispute are not connected with the subject matter of the M.P. Section 33A of the I.D. Act is not applicable to this case.

2. Now it is found from the records that I.D. No. 23 of 1982 was disposed of by passing an award on 17-6-1985 the matter referred for adjudication in I.D. 23/82 is as follows :

"Whether the action of the Management of Visakhapatnam Port Trust in deriving the payment of one day's extra wages to the Maintenance Staff, who get weekly off on the 6th January, 1980 being holiday for elections to the Lok Sabha, is justified? If not, to what relief are the concerned workmen entitled?"

It is referred at the instance of workmen against the Management of Visakhapatnam Port Trust. The present application with reference to allocation of duties of Operator Grade II and Assistant Foreman of the Handling Complex to be effective from 9-12-1984 is requested to be declared as illegal. First of all there is no connection whatsoever between the miscellaneous petition and Industrial Dispute. Further the Industrial Dispute I.D. 23/82 is disposed off on 17-6-1985 by passing an award in this Tribunal.

3. The Management contended by filing a Memo by Sri M. G. L. Vithal that the Miscellaneous Petition has become infructuous and the same should be dismissed. Sri G. VidyaSagar on the other hand wanted the complaint under Section 33A is being withdrawn with liberty to file a fresh complaint as and when necessary. There is nothing like giving such permission for a fresh complaint as and when advised. The facts are clear. The award is passed on 17-6-1985 and the Section 33A application which has no connection whatsoever with the I.D. No. 23 of 1982 cannot be left pending as the reference in the Industrial Dispute is different from the subject matter in Miscellaneous Petition. Moreover the employees in the reference of the Industrial Dispute are not connected with the reference made in the Miscellaneous Petition. In the said circumstances the Miscellaneous Petition becomes infructuous. Hence the same stands dismissed.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 29th day of January, 1987.

Appendix of Evidence

NIL
I. VENUGOPALA RAO, Industrial Tribunal

Date : 30-1-87.

[No. I-34011/2/82-D.IV (A)-II
K. J. DYVA PRASAD, Deaf Officer.

नई दिल्ली, 26 फरवरी, 1987

का. नं. 649 गोपीशंगल विवाद अधिकार, 1947 (1947 का 14) को धारा 17 के अनुसार मे. केंद्रीय समकार विवादित कालियरी नेम. सी. बी. नि., डाक. व फ़ि. गिरिधि के प्रबन्धन से सम्बद्ध नियंत्रण की ओर उनके कर्मचारी के बीच अन्वय में निवाप्त गोपीशंगल विवाद में केंद्रीय समकार गोपीशंगल प्रधिकार, नं. 2 धनबाद के पंचाट को प्रकाशित करती है, जो केंद्रीय समकार को 10/2/87 को प्राप्त हुआ था।

New Delhi, the 26th February, 1987

S.O. 649.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Giridih Colliery of M/s. Central Coalfields Limited, P.O. and Distt. Giridih and their workmen, which was received by the Central Government on the 10th February, 1987

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 133 of 1985

In the matter of industrial disputes under Section 10(1)-(d) of the ID Act 1947.

PARTIES :

Employers in relation to the management of Giridih Colliery of M/s. Central Coalfields Limited and their workmen.

APPEARANCES :

On behalf of the workmen—Shri B. Joshi, Advocate.
On behalf of the employers—Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dated, Dhanbad, the 30th January, 1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the ID Act, 1947 has been referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012(27) 85-D.IV(B), dated the 29th August, 1985.

SCHEDULE

"Whether the action of the Management of Giridih Colliery of C.C. Ltd., P.O. & Distt. Giridih in terminating the services of Shri H. A. Andrew who has put in more than 30 years service without holding proper enquiry is legal and justified? If not, to what relief is the concerned workman entitled?"

The case of the workmen is that the concerned workman Shri H. A. Andrew was working as L.D.C. in Giridih Colliery of M/s. C.C. Ltd. He was appointed in 1944 on the post of Cash memo writer in the said railway collieries. A charge sheet was issued against him in 1978. He was dismissed from service with effect from 1-12-1981 after holding a domestic proceeding against him into the charges. The charges framed against him was concocted and was based on no evidence. The entire proceeding of the domestic enquiry was based on no evidence. The said enquiry was held in violation of the principles of natural justice. The Project Officer Shri B. P. Singh had no authority to frame charges and to issue show cause notice and to put the concerned workman under suspension during the period of domestic enquiry. The finding of the enquiry officer in respect of charge No. 2, 3, 4 and 5 are based on no evidence. The enquiry officer has deliberately suppressed the fact that M/s. Hindustan Trading Co. Calcutta had received two tankers of

Coal tar despatched from the office of the Giridih C.C. Ltd. dated 26-7-78 for which the said firm had deposited the cost of the coal tar. The CCL had thus been paid the cost of the coal tar supplied on 26-7-78 to Hindustan Trading Company, Calcutta for two tankers measuring 10.875, M.T and 11.5760 M.T. and as such there was no question of wrongful gain to the concerned workman or loss to the company. The finding of the enquiry officer that the firm does not have the copies of supply order and no entries have been made by them in their receipt register when the tanker loaded with coal tar had arrived is a mere guess and surmises based on no evidence. The reply of the letter by the firm Hindustan Trading Co. Calcutta confirming the receipt of one tanker despatched on 26-7-78 from coke plant Giridih office does not show that they did not receive the other tanker. The management should have asked the said firm whether they had received two tankers loaded with coal tar despatched on 26-7-78. The management had full knowledge that the said firm had received two tankers of coal tar despatched on 26-7-78 tons Giridih Colliery of M/s. C.C. Ltd. for which the management had been fully paid by the management. The management deliberately omitted to obtain information from M/s. Hindustan Trading Co. as to whether they had received two tankers loaded with coal tar through tanker No. WBQ 7760 and DBQ 4958 under the gate passes issued on 26-7-78. There is another charge against the concerned workman alleging that he dishonestly removed gate passes No. 278893, 278894, 278888 and 272899 but the management did not show as to how the management was put to any disadvantage or loss due to the removal of the said Gate passes. The management has shown favouritism towards the other persons namely Shri N. C. Choudhury, Chemist, the Security Officer, Head Fitter, Foreman Incharge, Gateman and Manager Coke Ovens who were equally responsible and liable for the alleged removal of two tankers of coal tar. The enquiry committee deliberately did not take into consideration as to why the Security Officer and the gateman allowed the two tankers to pass under one gate pass and for that no reason was assigned by the management. The enquiry officer deliberately omitted from considering the facts that when the concerned workman mentioned two tankers Nos. on duplicate and triplicate of the same gate pass why the other persons and other officers responsible for checking and verifying the same were not held responsible for the same. The party to which supply of coal tar has to be made was done by the Calcutta Sales Officers of the management by inviting tenders by different firms and after finalisation the purchasing firm had to deposit the price along with earnest money in the sales Office, Calcutta for the quantity he had to purchase and thereafter the local management of Giridih colliery was asked to supply the coal tar to the respective firms and thereafter the said firm used to sign the lorry tanker to coke plant at Giridih on the supply order individually for each lorry tanker authorising the driver as his representative to receive coal tar at the plant attesting his signature. The manager, Coke plant, after receiving the supply order marked it to Shri N. C. Choudhury, Chemist and senior subordinate staff of coke plant to check the necessary steps to take supply of coal tar as per supply order. The supply used to be made with the help of either the concerned workman or any other clerk. The gate pass was prepared by the concerned workman and all the senior subordinate officer had to verify the gate pass with the supply order putting their signature in the gate on which the coal tar was supplied. The enquiry officer in his report has stated above the responsibilities assigned to each of the signatories of the gate passes who are equally responsible like the concerned workman but only the concerned workman was implicated by framing chargesheet against him. The concerned workman used to prepare the gate passes as per direction of the coke plant manager. In his absence other clerks such as Shri Ganesh Prasad, Md. Imtiaz Ali and others used to prepare the said gate pass for supply of the coal tar. The gate pass book along with the despatch register was kept in the open place either on the table of accounts clerk or on the table of the chemist. The duties of the concerned workman was only to copy the pay sheet and other job. Occasionally he used to prepare gate pass of the coal tar after receiving the order of the coke plant manager and the Chemist Shri N. C. Choudhury. On the above plea it has been submitted that the charges framed against the concerned workman have not been established. It is prayed that the order of dismissal of the concerned workman be

set aside and he may be reinstated to his job with retrospective effect with full back wages.

The case of the management is that the sponsoring union has no locus standi to raise the present dispute in as much as it has no existence whatsoever in the Giridih Coke oven plant of the management. The concerned workman is also not a member of the said union. No demand or dispute was raised directly by the sponsoring union with the management in connection with the dispute and thereafter there is no valid industrial dispute in the present case. The concerned workman was actually dismissed by the management with effect from 30-11-81 after holding proper enquiry. The concerned workman was employed as a L.D.C. in the coke oven plant of the management at Giridih colliery. Being an employee of the said colliery his services were taken over by the erstwhile N.C.D.C. Ltd. with effect from 1-10-56. He was governed by the Civil Rules i.e. the rules applicable to the Central Govt employees as Giridih colliery belonged to the Central Govt. and its ownership was passed on to the then NCDC Ltd. by the Central Govt. with effect from 1-10-1956. The said NCDC is now known as the Central Coalfields Ltd. after the reorganisation of the coal industry in the public sector following the nationalisation of the Coking Coal mines and non-coking coal mines into two phases by the Central Govt. in 1972 and 1973. The erstwhile NCDC, for sometimes in the transitory period was also called the Central division of C.M.A. Ltd. which was later converted into a holding company with the title of Coal India Ltd. The concerned workman was governed by the conduct rules as applicable to the Central Govt. servants and Central Civil Services (CCS) Rules for the purpose of conduct and disciplinary action. The service condition of the concerned workman of the said collieries whose services were taken over by the erstwhile NCDC were protected in the matter of conduct and disciplinary action. The Board of directors of NCDC had delegated their powers in respect of the disciplinary action to the Managing Director of the erstwhile NCDC Ltd with further provision for sub-delegating those powers to his subordinate officers. By virtue of the said delegation the Managing Director (Chief Executive) of the company, NCDC Ltd. issued an order dated 24-9-75 and sub-delegated his powers to various officers in respect of disciplinary action against different monthly rated employees including the employees like the concerned workman in the present case. The concerned workman was appointed with effect from 17-3-49 by the Supdt. of Colliery, Giridih Colliery which was then under the Ministry of Production Govt. of India. He was placed in the post of L.D.C. with effect from 1-10-56 in accordance with the recommendation of the second pay commission as accepted by the Central Govt. Thereafter he continued in the said post of L.D.C. and enjoyed the revised pay scales of Coal Wage Board pay scales with effect from 15-8-67, NCDC-I. pay scales with effect from 1-1-75, and NCWA-II pay scales with effect from 1-1-79. The date of birth of the concerned workman is 18-11-1924. The age of superannuation is 60 years. He would have continued to remain in service upto 17-11-84 but for his dismissal order he was dismissed from 30-11-81.

Certain acts of misconduct on the part of the concerned workman came to the notice of the management and thereafter he was issued with show cause notice dated 11-8-78 by the Project Officer, Agent, Giridih sub-area CCI. Thereafter the Project Officer/Agent, Giridih sub-area issued a further show cause notice/chargesheet to the concerned workman on 28-8-78 and placed him under suspension which was also approved by the G.M. (B&K) Area in which Giridih Colliery falls. The charges framed against the concerned workman were as follows :—

1. That you refused to accept the show cause notice referred to above from the Peon and subsequently left the station without permission.
2. That you removed the counterfoil/office copies of Gate passes Nos. 278888, 278893, 278894, 278899 and 49668 from the Gate Pass Books for coal tar despatch from Coke Ovens Plant, CCI, Giridih, which is prepared by you and kept under your charge and did not make entries of the despatch made through these Gate Passes in the despatch Register, with ulterior motive and for your personal gains, leading to heavy loss of Company's (CCI) property.
3. Non-entry of despatches made through the above

- Gate pass in the Despatch Register of the Company.
4. Over-writing of quantity of tar in coal tar despatch register, with intention to mislead.
 5. Possession and subsequently production of office copy of Gate Pass No. 49668 from your Personal custody to Manager, Coke Oven Plant, CCL, Giridih.

The concerned workman submitted his reply to the charge-sheet dated 14-9-78. The reply was considered unsatisfactory and thereafter the General Manager, B&K area who was an officer in E-7 Grade appointed Shri K. Prasad, Dy Personnel Officer as Enquiry Officer. The enquiry officer held the enquiry into the charges framed against the concerned workman after giving him due notice. In the initial stage the concerned workman had adopted a dilatory tactics but later participated fully in the enquiry. The management witnesses were examined in the presence of the concerned workman and he was given full opportunity to cross-examine them. The management also produced the documents during the enquiry proceeding. The concerned workman gave his own statement and was further given opportunity to produce defence witness and he in fact examined defence witness. The enquiry was held in accordance with the principles of natural justice and all possible and reasonable opportunities were given to the concerned workman to defend himself. After completing the enquiry proceeding the enquiry officer submitted his enquiry report on 10-7-79 holding the concerned workman guilty of the charges No. 2, 3, 4 and 5 and exonerated the concerned workman of charge No. 1 on receipt of the report of the enquiry the General Manager, B&K area accepted it provisionally and provisionally decided to dismiss the concerned workman from service. The General Manager gave second show cause notice to the concerned workman directing him as to why he should not be dismissed from service. The concerned workman gave his reply dated 29-10-79 to the show cause dated 21-9-79. The reply of the concerned workman was duly considered by the General Manager, B&K area and he took a final decision to impose the punishment of dismissal of the concerned workman after finally accepting the finding of the enquiry Officer. Accordingly the concerned workman was dismissed from service with effect from 30-11-81 by the order dated 28-11-81. There was delay in dealing with the disciplinary proceeding against the concerned workman in view of the fact that the concerned workman had filed Title Suit No. 95/79 on 30-10-79 before the Munsif Giridih for restraining the management from proceeding with the disciplinary action and for the issue of temporary injunction to restrain the management from dismissing the concerned workman. At first the Munsif, Giridih issued temporary injunctions against which the management went in appeal where the order of injunction was set aside by the Additional District Judge, Giridih. Subsequently the concerned workman filed an appeal against the decision of the Addl. District Judge before the Ranchi Bench of Patna High Court but the same was dismissed which led to the delay in disposal of the enquiry proceeding. The concerned workman had been dismissed from service as he was found guilty of the misconduct as alleged in the charge-sheet. Accordingly it was prayed on behalf of the management that an Award be made in favour of the management.

In para-22 of the W.S. the management prayed that it first be decided as a preliminary issue whether the domestic enquiry held against the concerned workman was fair, valid and in accordance with the principles of natural justice. The concerned workman also had raised a plea in the W.S. that the domestic enquiry held against the concerned workman was not fair, proper and in accordance with the principles of natural justice as such the hearing of preliminary issue was taken up first. It was held by the order dated 24-11-86 that the enquiry was fair proper and in accordance with the principles of natural justice.

Now the point for decision is whether the management had established the charges against the concerned workman in the domestic enquiry.

The management produced all the papers in connection with the enquiry proceeding and they are marked Ext. M-1 to M-21 by the Tribunal.

Ext. M-10 is the enquiry report. It will appear from the said enquiry report that the concerned workman was not found guilty of charge No. 1 and that the concerned workman was found guilty of the charge No. 2 to 5. The charge No. 3 almost forms part of charge No. 2 and as such it would take up these two charges first. It is alleged in charge No. 2 that the concerned workman removed the counter foil three copies of Gate pass No. 278888, 278852, 278894, 278859 and 49668 from the gate pass books for Coal tar despatch from Coke oven plant, CCL Giridih which was prepared by the concerned workman and kept under his charge and did not make entries of the despatches made through the said gate pass in the despatch registers with ulterior motive in view of his personal gains leading to heavy loss of company's property. In page-5 of the enquiry report Ext. M-10 the enquiry officer has stated that the concerned workman had stated that gate pass Nos. 278893 and 278894 were not prepared by him and that he does not know anything about them. The enquiry officer has further stated in the said para that he does not accept the explanation of the concerned workman. He noted that the management's representative did not produce either security copy of the Gate pass and the Road Permit or any copy of them in security Gate Pass register and hence he held that benefit of doubt should go to the concerned workman and did not find the concerned workman guilty of removing the said two gate pass Nos. 278893 and 278894. Thus there is no need to further enquire about those two gate passes.

The evidence of Shri M. M. Mukherjee, Manager, Coke Oven Plant, Smt P. Biswas, Foreman Incharge and Sidi N. C. Choudhury, Chemist coke oven plant, Giridih will show the practice being followed at Coke Oven plant, Giridih for issue of Gate passes. The gist of their evidence is that the Company's sales Office invites tenders from different firms and fix the party to which supply of coal tar would be made. After finalisation the Calcutta Office informs the local management about the total quantity of coal tar which has to be supplied during a particular period to a party together with its price. Thereafter the parties so fixed for purchasing the coal tar deposit the price either of entire quantity or partly quantity of coal tar with Calcutta Sales Office together with earnest money. The purchasing firm then send lorry tankers to the Coke plant at Giridih with the supply order individually for each lorry tanker authorising the driver as its representative to receive the coal tar at the plant with the signature of the driver attested on it. After receiving the supply order from the driver, the manager of the coke plant at Giridih endorses it to Chemist/L.C. (loading clerk). It will further appear from the evidence that the concerned workman Shri R. A. Andrew who was designated as L.D.C. was performing the duties of the Loading Clerk. The said witnesses have stated that the supply order was sent to the concerned workman who used to prepare the gate pass. It appears from the evidence that Lorry Tanker when it was first sent for taking delivery of coal tar at the coke oven a mark was given in the tanker which was almost a permanent mark to show that when the said particular lorry tanker comes for loading of coal tar it would be loaded upto that particular height the weight of which had already been measured. Thereafter the general practice was that whenever the said lorry tanker having the said mark come for coal tar it was filled up to the marked height and thereafter it was again re-checked finally at the weigh bridge. The said practice was in vogue in respect of all tanker which was sent by the firm for receiving delivery of the coal tar on the first day and on subsequent days. Lorry tanker themselves used to be supplied tar upto the marked height and its specified weight was entered in the gate pass on all the dates of delivery. It will further appear from their evidence that the concerned workman after receiving the supply order entered the details in the gate pass and thereafter the head fitter was asked to load the tanker. When the tanker was loaded upto the marked height in presence of the chemist, representative of the security department, the head fitter and the concerned workman they used to sign it and thereafter the manager coke plant used to sign gate pass for authenticating the supply. The manager of the coke plant in his evidence has stated about the responsibility of the signatories of the gate pass. He has stated that the chemist initials gate pass to show that he has supervised the loading of the truck and proper quantity has been loaded. The head fitter initials the gate pass to show that the loading was made in

his presence and the security staff signs as a token of verification of the loaded tanker. The manager, coke oven plant has further stated that the concerned workman initials the gate pass in confirmation of the fact that he has entered the quantity and other details of the gate pass in the despatch register. The concerned workman on the other hand has stated that he signs the gate pass acknowledging that he has prepared the gate pass. It is stated in para-29 of the W.S. of the concerned workman that as per direction of the Coke plant, Manager, he used to prepare the gate pass and in his absence some other clerks used to prepare the said gate pass for supply of the coal tar. The concerned workmen in his reply to second show cause notice which is marked Ext. M-10 by this Tribunal, it will appear that his duty as I.D.C. was to write the gate pass in three copies and to head over the same to the Chemist (vide para-21). He further stated in the said para that the gate pass along with the book used to be put to various persons for loading the coal tar into the tanker and then only the passes are issued to the parties for carrying coal tar to their destination. He has further stated in that very para that he or any other clerk are required to enter the contents of the gate pass in the despatch register and the despatch register into be verified and signed by the Manager of the Coke Oven plant. He has stated that his duty was simply to write entries in the gate pass and the despatch register and had no concern with the loading or despatch of coal tar. It is thus clear from the facts stated by the concerned workman in Ext. M-10 that his duty was to write the gate passes and despatch register. The facts stated above clearly show that it was the duty of the concerned workman to write the gate pass and the despatch register containing the details which were entered in the gate pass. According to the concerned workman he had nothing to do with the loading of the coal tar in the tanker. It appears his signature on the gate pass was taken to show that the necessary entries have been made in the despatch register which was a permanent record of the management.

Admittedly the five gate passes are missing from the gate pass Book. It will appear on perusal of the gate pass that the Sl. Nos. are in print on those gate passes but according to the concerned workman he was giving his own Sl. Nos. on the gate pass and was ignoring the printed numbers on it. On perusal of the security copy of the gate pass No. 278899 dated 9-6-78 it will appear that no Sl. No. was given by the concerned workman as being claimed by him. On perusal of gate pass No. 27888 dated 6-5-78 it will appear that the concerned workman had given Sl. Nos. BP/28 and on perusal of gate pass No. 278889 dated 8-5-79 it will appear that the concerned workman had again numbered it as Sl. No. BP 28. Thus the concerned workman had given Sl. No. BP 28 to both gate pass No. 278888 dt. 6-5-78 and gate pass No. 278889 dt. 8-5-79. In explanation the concerned workman stated in his statement before the enquiry officer that some one might have removed the book copy of the gate pass No. 278888 dated 8-5-79 and as such it numbered it as Sl. No. BP/28. This explanation does not appear to be satisfactory as there is nothing to show that gate pass No. 278888 dated 6-5-78 had been removed by any person. On perusal of Gate pass No. 278889 dated 9-6-78 which has been marked Ext. 17 by the Enquiry Officer it will appear that no Sl. No. was given in the carbon copy which was meant for despatch at the security gate. The concerned workman had tried to explain that the Sl. No. given by him did not appear on Ext. 17 as probably the carbon was not placed there. The overall picture given by the above documents is that the concerned workman was not giving the Sl. Nos. on the gate pass serially and regularly as stated by him and that he was also not giving any importance to the printed numbers on it.

But more important than those irregularities are to be seen in respect of gate pass No. 49668 dated 26-7-78. It appears that two trucks load of coal tar was allowed to pass the gate on two different copies of the same gate pass by writing different truck numbers on the different copies of the gate pass No. 49668. Admittedly three copies of gate pass used to be prepared and accordingly three copies of gate pass No. 49668 were prepared by the concerned workman on 26-7-78. A gate pass No. 49668 recovered from the security check post shows that Lorry tanker No. WBQ 4958 with coal tar load of 11.760 MT passed the security check post. The said gate pass recovered from the security check post

was serially numbered as BP/52 by the concerned workman. The original copy of gate pass No. 49668 did not at all appear any Sl. No. as was given in the gate pass recovered from the security check post. This original gate pass No. 49668 was prepared in favour of Lorry tanker No. WBQ 7/60 for 10.815 MT load of coal tar. On perusal of the security check post the register it shows that both the lorry tankers WBQ 4958 and WBQ 7760 passed through the check post on 26-7-78. It is clear therefore that two lorry tankers were allowed to pass loaded with coal tar on 26-7-78 on the two copies of the same gate pass No. 49668. Admittedly the gate passes were prepared by the concerned workman giving two lorry numbers and different weights of coal tar load. Preparation of as such gate passes by the concerned workman on the different copies of the same gate pass was a deliberate act of the concerned workman leading to the passing of two lorry tankers loaded with coal tar. Then again the concerned workman did not make any entry of the two gate passes in the despatch registers which must have been a deliberate act of the concerned workman as he knew full well that two lorry tankers with load of coal tar passed on the different copies of the same gate passes No. 49668 and an entry of the same in the despatch register would lead to the detection of the fraud committed by the concerned workman. Ext. W-14 is the office copy of gate pass No. 49668 in favour of Hindusthan Trading Co. for tanker No. WBQ 7760 for 10.815 MT. The letter Ext. No. 15 dated 14-8-78 from M/s. Hindusthan Trading Co. Calcutta indicates that gate pass No. 49668 was received by the party and that coal tar mentioned in the gate pass was received by them in the tanker lorry No. WBQ 7760 on 26-7-77 under road permit No. 793127. The demand order vide dated 25-7-78 from the Hindusthan Trading Company addressed to the Manager, Coke oven shows that tanker Lorry WBQ 4958 was being sent for lifting the material and authorising the driver by attesting his signature for lifting the material. Thus the Hindusthan Trading Co. had sent Lorry Tanker No. WBQ 4958 for the coal tar and the coal tar was supplied vide gate pass No. 49668 dated 26-7-78 but at the same time coal tar was also supplied to the said firm through Lorry No. WBQ 7760 dated 26-7-78 although no demand was made by the firm for the coal tar to be sent through WBQ 7760. It appears from the letter dated 14-8-78 of Hindusthan Trading Co. that the materials were lifted in Lorry Tanker No. WBQ 7760 on 26-7-78 under road permit No. 793127 and its gate pass No. was 49668 which was in possession of the said firm. It is apparent from that although the said firm had not requisitioned coal through Lorry tanker WBQ 7760 the said firm has received the coal tar. It will further show that the price of the coal tar received through Tanker Lorry No. WBQ 7760 by the Hindusthan Trading Co. was not paid to the management and thus the concerned workman had by its act put the management in loss for the said coal tar.

Admittedly countfoil copy of the gate pass No. 278888 278899 and 49668 were removed from the gate pass book. Its security copy are in the handwriting of the concerned workman and it has not been specially denied by the concerned workman that those gate passes were not prepared by him. Admittedly no entry in respect of those gate passes were made in the despatch register by the concerned workman. It was the responsibility of the concerned workman to see that the counterfoil of the gate passes are not removed. There does not appear to be any evidence in the enquiry proceeding to show that the concerned workman had committed any fraud or had put the management under loss by removing the book copy of the three gate passes stated above. The removal of those gate passes from the counterfoil may be an act of negligence on the part of the concerned workman but there is nothing in the evidence to show that the concerned workman had any dishonest intention in removing those gate passes. I further hold that non entry of those gate passes in the despatch register also may be an act of negligence in the duty of the concerned workman but that in itself does not establish that the concerned workman had made those entries in the despatch register regarding the above three gate passes with any malafide intention causing loss to the management.

The enquiry officer has dealt with the matter at a great length in his enquiry report and has discussed the materials on the record. I hold that the concerned workman had removed the counterfoil copies of gate pass No. 278888

278899 and 49668 from the gate pass book of coal tar despatch from coke oven plant, CCL Giridih which was prepared by the concerned workman and kept under his charge and that he did not make entries of the despatches made through those gate passes in the despatch register but I do not agree with the finding of the enquiry officer that the management has been able to establish that it had been done by the concerned workman with ulterior motive and for his personal gains leading to heavy loss of the company's property so far the above three gate passes are concerned. I further hold that the concerned workman had prepared gate passes for two different lorry tanker namely BRQ 7760 and BRQ 4958 on two different copies of the same gate pass No. 49663 and that it was deliberately done putting the management to loss for the price of the coal tar of BRQ 7760 and the same was done deliberately by the concerned workman for his own gains. This disposes of charges Nos. 2 and 3.

Charge No. 4 relates over writing of quantity of coal tar in coal tar despatch register with the intention to mislead Ext. 19 is the despatch register marked by the enquiry officer. It will appear from the entries dated 26-7-78 that formerly this related to Lorry tanker WBQ 7760 on which 4958 has been overwritten. It will further appear that the net quantity of coal tar supplied was formerly written as 10.875 which has been cut and the net weight has been written as 11.760. It will also show that the supply of the coal tar was vide the letter of the party dated 25-7-78. Thus this entry was originally in respect of Lorry Tanker 7760 for 10.875 M.T. coal tar and it was changed to Lorry Tanker No. WBQ 4958 for 11.760 M.T. The supply order of the concerned farm dated 25-7-78 which is mentioned in this entry shows that the supply order for Lorry Tanker No. WBQ 4958 was received. It will thus appear that the concerned workman had made this entry in the despatch register for WBQ 7760 for 10.875M.T. and made road permit for it and when he discovered on verification by the witness Shri Choudhury that the supply order was in respect of Tanker No. WBQ 4958 and not for tanker No. WBQ 7760, the concerned workman made the overwriting and correction in the despatch register. The coal tar weight loaded on the two lorry tankers were different and hence there was variation in the closing balance of the coal tar supplied. This is the case to establish that the concerned workman deliberately made overwriting and correction in the despatch register in order to suppress the fact that he had allowed one tanker of coal tar passed through the gate. I hold therefore that the management has been able to establish that the overwriting and correction in the despatch register was made by the concerned workman with intention to mislead the management in order to suppress the fact of loss caused to the management in allowing one tanger lorry load of coal tar to pass without its value being received by the management.

The fifth charge is regarding the possession and subsequent production of office copy of gate pass No. 49668 from the personal custody of the concerned workman to the Manager, Coke oven plant Giridih. According to the statement of his concerned workman it will appear that the concerned workman had found gate pass No. 49668 dated 26-7-78 in the drawer of the office table of the manager of Coke oven plant on 2-8-78. The management witness Shri N. C. Choudhury has stated that the counterfoil and gate pass No. 49668 was handed over by the concerned workman to the Manager of the coke oven in his presence on 4-8-78. Shri M. M. Mukherji, Manager, Coke oven plant has stated in his statement as has been stated by Shri Choudhury. It will appear as discussed above that the other two copies of gate pass No. 49668 dated 26-7-78 was prepared by the concerned workman for the two different Lorry Tanker No. WBQ 7760 and WBQ 4958 and that those two trucks loaded with coal tar were received by the Hindustan Trading Co. The gate pass book copy was for tanker No. WBQ 4958 and that was the reason why the concerned workman had removed the gate pass book copy of tanker No. WBQ 7760. In the circumstances it appears that the manager, coke oven plant and the Chemist Shri Choudhury were speaking the truth regarding the fact that the concerned workman had handed over the book copy counterfoil of gate pass No. 49668 to the manager and that he was setting up a false plea that he had found the above counterfoil gate pass in the drawer of the office table of the manager coke oven. The enquiry

officer gave good reasons in his enquiry report as to why the concerned workman had produced the said counterfoil of the gate pass to the manager. In view of the above I hold that the concerned workman was possessing the office copy of gate pass No. 49668 and subsequently produced it from his personal custody to the manager, coke oven plant. In view of the above it is clear that the management has been able to establish charges Nos. 2 to 5 as held above.

It is submitted on behalf of the concerned workman that the chargesheet was issued against the concerned workman by the project officer, Giridih sub-area who had no authority to issue chargesheet against him. It is also submitted that the General Manager who had issued the letter of dismissal had no authority to dismiss the concerned workman. The chargesheet Ext. M-3 is signed by the Project Officer and the order of dismissal Ex. M-11 is signed by the General Manager B & K area. Ext. M-18 is the circular dated 7-9-83 regarding the delegation of power to the Managing Director, NCDC Ltd. It will appear from para-3.2.3 that the Board of directors delegated disciplinary powers in respect of all workmen and its staff in the Divisional Managing directors with power to sub delegate to take disciplinary action. Ext. M-17 dated 24-9-75 is the office order which shows that the managing director of NCDC Ltd delegated the disciplinary power with respect to monthly rated employees of NCDC Ltd. governed by NCDC Limited services conduct and disciplinary rules and also those governed by Civil rules railway rules as per schedule given in the office order. MW-1 examined before this Tribunal has stated that the concerned workman was in the pay scale of Rs. 378—570 at the time of enquiry. He has further stated that Shri B. P. Singh, Project Officer who had issued the chargesheet was in the pay scale of Rs. 1850—2450. The schedule to Ext. M-17 will show that for dismissal of a workman from service which is in Sl. No. 7 of the nature of punishment, officers in the pay scale of Rs. 1850—2450 and above can impose the punishment of dismissal and the appellate authority in such cases would be the officer in the pay scale of Rs. 2000—2500. It is clear therefore that Shri B.P. Singh who was in the pay scale of Rs. 1850—2450 had the authority to take disciplinary action leading to dismissal from service against the concerned workman who was in the pay scale of Rs. 378—570. In this view of the matter the Project Officer Shri B. P. Singh was quite competent to issue the chargesheet against the concerned workman.

The dismissal order of the concerned workman is under the signature of the General Manager and there is no challenge that the G. M. had no power to dismiss the concerned workman. The G. M. was an officer superior to the Project Officer and as such was quite competent to pass the order of dismissal against the concerned workman.

The management has filed a photo copy of the appointment letter of the concerned workman which shows that the originally he was appointed as a cash memo writer in the pay scale of Rs. 553-85 with effect from 17-3-49 by the Supdt. of collieries, Giridih. It is admitted by the parties that the service condition of the concerned workman is governed by CCS (CA) Rules. Thus according to Ext. M-17 the disciplinary authority of the concerned workman who was governed by Civil rules will be as is stated in the schedule of Ext. M-17. Ext. M-21 is photo copy of fresh certificate of incorporation consequent on change of name to show that NCDC which was originally incorporated on 5-9-56 under the Company's Act was named after change as Central Coalfields. Thus the disciplinary authorities in Ext. M-17 continued to be the disciplinary authority after the name of NCDC was changed to CCI. I hold therefore that the chargesheet was issued by the competent authority and that the dismissal of the concerned workman also was issued by a competent authority.

The learned Advocate appearing on behalf of the concerned workman has submitted that the Managing director was himself delegated the powers by the Board of directors of NCDC and as such the Managing director being a delegate himself cannot delegate powers to others as stated in Ext. M-17. It will appear from Ext. M-18 that the Board of directors which was supreme body of NCDC had itself delegated the powers to the Managing director and they themselves also delegated the Managing director to delegate disciplinary powers to others. Thus the board of directors themselves had delegated their power to the Managing director to further sub-delegate the disciplinary powers to other officers. It will therefore appear that it was not the Managing

director which had independently delegated its power to subordinate officers but the said power was given by the Board of directors to the managing directors to sub-delegate its power to his subordinate officers. In this view of the matter the delegation of powers by the Managing director to officers subordinate to him was not illegal.

So far the question of punishment is concerned, I hold that under the circumstances of the case which shows fraud on the part of the concerned workman leading to the loss to the management, the punishment of dismissal from service is not at all excessive.

In the result, I hold that the action of the management of Giridih Colliery of C.C. Ltd. P.O. & Distt. Giridih in terminating the services of Shri H. A. Andrew who has put in more than 30 years service is legal and justified and consequently the concerned workman is entitled to no relief.

This is my Award.

I. N. SINHA, Presiding Officer
[No. L-24012/27/85-D.IV(B)]
R. K. GUPTA, Desk Officer

30-1-87.

नई दिल्ली, 27 फरवरी, 1987

का. प्रा. 650—शौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्ययण भे. केन्द्रीय सरकार डिविजनल एंजीनियर टेलीकम्युनिकेशन, पी.एस.टी. के प्रबंधनत्व से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अपवंश में निविष्ट शौद्योगिक विवाद में शौद्योगिक शरिकत, हैदराबाद के पानाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 11 फरवरी 1987 की प्राप्त हुआ था।

New Delhi, the 27th February, 1987

S.O. 650.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Divisional Engineer, Telecommunication, P&T and their workmen, which was received by the Central Government on the 11th February, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)

AT HYDRAFABAD

Industrial Dispute No. 9 of 1986

BETWEEN

The workman of Divisional Engineer,
Telecommunications, Mahboobnagar (AP).

AND

The Management of Divisional Engineer,
Telecommunications, Mahboobnagar (AP).

APPEARANCES :

Sarvasri G. Bikshapathi and G. Vidyasagar, Advocates for the Workman.

Sri M. Panduranga Rao, Central Government, Standing Counsel for Labour and Industrial Cases for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-40012/85-D.IV(B) dated 29-1-1986 referred the following dispute under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the management of Divisional Engineer, Telecommunications P&T and their workman to this Tribunal for adjudication :

"Whether the action of the Divisional Engineer, Telecommunications, Mahboobnagar, Andhra Pradesh in terminating the services of Shri M.A. Waheed Nisar Casual Office Assistant with effect from 5-5-83 is legal and justified? If not, to what relief he is entitled?"

The reference was registered as Industrial Dispute No. 9 of 1986 and notices were issued to the parties.

2. The claims statement filed by one Sri M.A. Waheed Nisar stating that the order of termination passed by the Divisional Engineer, Telecommunication, Mahaboobnagar is ultra violation of Section 25F of the Industrial Disputes Act, 1947 and the said termination is arbitrary and unwarranted. It is his case that he is entitled to absorbed as Office Assistant in regular post and that he completed more than 240 days and his termination without assigning any notice the termination is, illegal and voids; It is his case that the petitioner passed Matriculation and the Divisional Engineer, Telecommunication, Mahaboobnagar issued a paper advertisement calling for application for the post of Office Assistant and he is one of the persons selected for the post of Office Assistant and there are clear vacancies for the post of Office Assistants and he was appointed as Office Assistant casually with effect from 27-1-1982. While he was discharging his duties satisfactorily to his superiors and when there are rules to the effect that the employees who completed 240 days should be regularised. He was terminated abruptly without any notice and therefore he wanted that the action should be held unjustified and pass an award directing the Respondent to reinstate him with full back wages and other attendant benefits.

3. In the counter statement filed by the Assistant General Manager, Telecommunication, Andhra Pradesh. It was mentioned that the reference is made without jurisdiction and the same is illegal and that the Organisation is not an industry and therefore the provisions of Industrial Disputes Act will not apply to it. According to him all the employees of the Respondent are governed by the rule; made by the Government of India under Article 309 of the Constitution of India and therefore I.D. Act is not applicable to him.

4. Moreover he is engaged as Office Assistant on daily wages on 27-1-1982 to 5-5-1983 and he was informed that his appointment is casual and did not confirm any right for permanent absorption in the Organisation and the same is accepted by the Petitioner. He is not a regularly recruited candidate and he is only engaged for a casual nature of work to meet the absenteeism of the regular employees. The appointment procedure is laid down in the recruitment rules and all the employees of the department are to be appointed by following those rules; only and temporary employees cannot have any right over the regularly recruited persons. So there is nothing illegal and arbitrary in discharge the petitioner when there is no work for him. The petitioner's name was not considered for regular appointment in view of his low merit and the provisions of the I.D. Act are not applicable for the post for which recruitment rules are laid down under article 309 of the Constitution of India. Since it is not an industry the I.D. Act will not apply to the Department.

5. There is not oral evidence or behalf of the Workmen. The Management adduced by examining M.WI and marked Exs. M1 and M2.

6. M. WI deposed that he is working as Telecommunication District Engineer at Mahboobnagar since September 1985 and Sri M. A. Waheed Nisar applied for regular appointment as Telecom Officer Assistant of Mahboobnagar Telecom Division. It is his case that he was not selected in the recruitment made in 1982 in the merit list and that whoever is selected in the merit list is called 'A' list and whoever is not selected is shown in the 'B' list. He filed Ex. M1 to show that Waheed Nisar was engaged as casual office assistant on hourly basis along with four others and he is paid Rs. 2.20 per hour as wages. According to him the order of appointment issued to regular candidates will be as per 'A' list and proforma is marked as Ex.M2. It is also his case that theirs is a Government Department and the Government employees have got their own rules as per Article 309 of the Constitution and they are not attracted by the provisions of the I.D. Act. He admitted that Ex. M1 is not the order given in pursuance of the said notification in the paper, and he worked only as casual office assistant on hourly wages. He admitted that during 1982-83 there was reserve trained pool but he denied the suggestion that the persons who were not selected in the permanent vacancies is kept in reserve pool and as and when vacancies arise persons in the reserve pool will be

given preference. According to him this reserve pool system has come into existence since September 1982. Again he tried to correct himself and says that he did not know the correct dates. He denied the suggestion that it is not a Telecommunication Department is not a Government Department and it comes under Section 2(j) of the I.D. Act. He concerned that he did not give notice of termination as it is not required. He also admitted in 1983 about 8 persons were appointed who were selected in regular recruitment in which the petitioner was not a candidate. According to him the Petitioner did not apply for regular post in the normal subsequent recruitments and therefore his engagement as casual manner cannot be considered for appointment in the regular vacancies.

7. The technical point raised now is whether the Post and Telegraph Department is an industry or not? In *Bhaskaran v. SUB-DIVISIONAL OFFICER* [1982 (I) LLJ] page 248 the question whether the Post and Telegraph Department is an industry or whether it is governed by the Government employees Service conditions is decided. It is held that Post & Telegraph and Telephones services are named public utility services under the Act and they are industries to which the provision of notification 10, 12 and 22 directly apply. It is also mentioned that the P & T Department cannot declare a lockout without notice and the employees of the Department cannot also go on strike without notice and therefore it is held that the employment P & T services is an industry under the I. D. Act. In *S. P. MILL v. H. S. NAMDEO* [1980 (II) LLJ page 61] the Division Bench of the High Court of Madhya Pradesh held in Security Paper Mills whether the Government Security Paper Mill is an industry within the meaning of Section 2(i) of the I. D. Act or not. It is held that the Security Paper Mills is an industry and it is also pointed out that the Industrial Act cannot be excluded on any general principle to the Government undertaking that it is in fulfilment of State Sovereign functions. On the other than Sri Ravindra Reddy contended that in the light of the judgement in 1978 AIR SC page 969 [1978 (1) LLJ page 349] *BANGALORE WATER SUPPLY & SEWERAGE v. A. RAJAPPA* case if the water supply and sewerage scheme or Fire Fighting Establishment run by a Municipality can be an industry. So ought to be manufacture of coin and currency. Arms and ammunition and the winning of oil and uranium. The fact that these latter kinds of activities are, or can only be, undertaken by the State does not furnish any answer to the question whether these activities are industries. When undertaken by a private individual they are industries. Therefore, when undertaken by the State, they are industries. Now he also relied upon the decision reported in *UMAYAMMAL v. STATE OF KERALA* (1983 IF&LR page 103) wherein full bench of Kerala High Court held that to satisfy that a particular establishment is not an industry the Court should see that the establishment falls outside the limits prescribed by the Supreme Court. In *BANGALORE WATER SUPPLY & SEWERAGE v. A. RAJAPPA*, where there is a systematic activities organised by co-operation between employer and employee and for the production and/or distribution of goods and services calculated to satisfy human wants and wishes there is apparently an industry. Absence of profit motive or gainful objective is irrelevant whether the venture be in the public, joint, private or the sector. The true test is the nature of the activity where there is employer employee relationship. And a trade or business does not cease to be one because of philanthropy behind the undertaking. An establishment can be taken out of the pale of industry only if it exercises inalienable Governmental functions sovereign functions strictly understood. Even in departments discharging sovereign functions if there are units which are industries and they are substantially severable then they can be considered to come within Section 2(i) of the Act. Similarly in *KUNJU MOHAMMED v. STATE OF KERALA* [1984 (II) SLR page 89]. The bench of five Judges held that whether the Kerala State Industrial Development and Employment Corporation Limited a Government owned Company is a State within the Article 12 of the Constitution. In that case all the shares of the Company are vested in the Government and the company is rightly described as a Government owned company. The Directors of the Company are representatives of the Government. It is found that the said Company is a instrumentally of the State and thus a State within the meaning of Article 12 of the Constitution. In that case the Petitioners who are en-

gineering graduates who were selected for appointment in a Government service were amalgamated with Kerala Small Scale Industries Development Corporation. The question arose whether the petitioners are governed by the rules framed by the Corporation or by the Government, the Bench held till such time uniform rules are framed and put up to the Board for approval. The existing practice should be continued for the staff of the Corporation absorbed into the industrial development corporation due to amalgamation. It is further stated the power to make provisional appointment is not charter for arbitrary preference. It is no administrative licence to ignore the service conditions of serving personnel. The claims of persons appointed provisionally have to yield to the rights of persons legally and lawfully entitled to be appointed. It is thus a provisional appointment cannot thus continue endlessly jeopardising the rights of the employees governed by specific service rules. Finally in that case when some people were not qualified to be appointed as they are only certificate holders were promoted, it was held that the same was in disregard of the rules. In *UNION OF INDIA v. LABOUR COURT* (1984 IFJ page 138) the question whether P & T is an industry or not is decided. It is held that activities handled by the P & T Department, historically speaking, have been handled by the State in this country. It is further observed that there is no escape from the conclusion that the activity of the Post and Telegraphs Department is part of the sovereign and regal functions of the State. The other activities of the Department like savings scheme, maintenance of accounts, etc. form a minor part of its activity and cannot be considered to be its dominant purpose. Thus it is held that P & T Department is not an industry the employees therein are not workmen. Thus the judgement in *S. P. MILL v. H. S. NAMDEO* [1980 (II) LLJ page 61] is not applicable to our facts as it did not deal with P & T Department. Similarly the judgement in *KUNJU MOHAMMED v. STATE OF KERALA* [1984 (II) SLR page 89] also did not deal with the P & T Department directly. In *UMAYAMMAL v. STATE OF KERALA* (1983 IF&LR page 103) referred to the salient aspects to consider what is an industry and who is a workman. But it had nothing to do with the P&T Department.

8. But there are two judgements of single judges given one from *BHASKARAN v. SUB-DIVISIONAL OFFICER* [1982 (II) LLJ, page 240] which holds P & T as an industry which supports the case of the workmen; while in *UNION OF INDIA v. LABOUR COURT* (1984 LIFJ page 138) which is also a judgement of single judge of Punjab and Haryana High Court gives a contrary decision holding that P & T Departments is not an industry. These are the two conflicting opinions of two single judges of the two High Courts.

9. In this context it is necessary to consider the judgement reported in *DIRECTOR OF POSTAL SERVICES v. K. R. B. KAIMAL & ORS.* [1984 (I) LLJ, page 484] wherein in the case of *DIRECTOR OF POSTAL SERVICES, SOUTH KERALA CIRCLE, TRIVANDRUM* and another v. R.R.B. KAIMAL to the orders of the High Court setting aside the termination. *NEELUVALIL MANCOMBU & OTHERS*, a full bench of the High Court of Kerala held that the temporary Government employees governed by rules framed under Art. 309 of the Constitution of India cannot seek the relief under the I.D. Act. It is interesting case where temporary clerks employed in the P & T Department were reinstated in service pursuant to the orders of the High Court setting aside the termination. After reinstatement Government allowed their claims for salary for three years immediately proceeding the date of the order of the High Court Aggrieved by the non-payment of salary for the entire period when they were out of service an application was filed under Section 33C(2) of the I. D. Act for determination of the monetary benefits due to the Government Servant. Preliminary objection of the Department that the Labour Court has no jurisdiction because the temporary Government servant are not workmen employed in any industry was upheld and therefore the application were dismissed. Writ Petitions filed by the aggrieved employees were allowed by a single judge holding that P & T Department is an industry and despite rules under Art. 309 the provisions of the I. D. Act would apply. In 1982(I)LLJ, page 248 the Full Bench held while dismissing the Writ Petitions in Appeal is as follows: "It is no longer in dispute that the Government servants unlike their

counterparts in industrial establishments are not mere contractual employees, but have acquired a status protected by statutes and guaranteed by the constitutional safeguards under Art. 310 of the Constitution. The services of the temporary Government Servants in the P & T Department can be terminated by a mere one month's notice in writing free from either side and a Government Servant is entitled to claim pay and allowance for this notice period. This is independent of the I. D. Act and stands in a different and distinct category altogether. It has legislative competence and constitutional support. The Court cannot thus ignore the Rules nor efface them from the statute book simply because there is the I. D. Act. Chapter V-A of the I. D. Act can be pressed into service only in those cases where these special rules relating to temporary Government servants cannot apply. It can thus be safely ruled that the special rules under Art. 309 in respect of the temporary employees in the P & T Department exclude the provisions in Chapter V-A of the I. D. Act. It is also held as follows : "The I. D. Act is a general law relating to industrial disputes. Rules relating to temporary employees in the P & T Department are special provisions applicable to a particular class. These Rules take note of the special feature of those categories of Government servants and take care of their tenure and termination. Entry 61 in List I relates to Industrial Disputes concerning Union employees. There was no such entry in the Government of India Act. It seems thus to be clear that the Union is now armed with a specific entry in List I, to embark on a fresh legislation relating to industrial disputes concerning Union employees, a special subject, incidentally implying that the field under Entry 22 List III is of general application. In fact both the Centre and the States have enacted several laws where specific provisions for industrial disputes, in particular industries have been made, notwithstanding Act 14 of 1947, the serial rules relating to the temporary Government servants thus exclude the general provisions in the I. D. Act. So single judgement of Kerala High Court was over-ruled by the Full Bench of the Kerala High Court holding rules relating to temporary employees in P & T Department are special provisions applicable to a particular class and the special rules relating to temporary Government servants thus exclude the general provisions in the I. D. Act. This is in support of the view taken by the Punjab and Haryana High Court in 1984 IFJ page 138 as already discussed. Therefore it must be held that the Government servant unlike their counterparts in industrial establishments are not mere contractual employee but have acquired status protected by the statutes and guaranteed by constitutional safeguards under Art. 310 of the Constitution of India. The service of the temporary Government servants in the P & T Department can be terminated by mere one month's notice in writing free from either side and the Government servant is entitled to claim pay and allowance for this notice period. This is independent of I. D. Act and standing on a different and distinct category altogether.

10. In the instance case Sri Wahed Nissar was not selected in the recruitment made in 1982 in the Telecom Office as Assistant. He was kept in the 'B' list while others who were selected were put in the 'A' list and Ex. M1 would show that five candidates as per the list enclosed were asked to attend duty as casual office assistance on daily wages and that the same will not confer any rights to any of them for appointments in regular office assistant in the Division. Petitioner is one among them Ex. M2 would show the order of appointment for those who have completed the prescribed training with terms of appointment as mentioned therein. Infact it is mentioned that as per Ex. M1 he was paid Rs. 2.50 per hour as wages and that the regular candidates who were appointed in the 'A' list will be as per Ex. M2. Thus the order Ex. M1 will itself speak that he is only casual workman and that it will not confer any right for regular appointment. The services of these casual workers will be dispensed when the attendance of regular employees may or regularly recruited candidates when the next recruitment join in 1983 there is a regular recruitment and though this workman worked as casual office assistant from 27-1-1982 to 5-5-1983 on daily wages, it is denied that he was engaged continuously. Though there was reserve trained pool, it is nowhere proved that persons who were not selected in the permanent vacancies are kept in the reserve pool and as and when vacancies arise they were given preference. So though eight persons were appointed who were selected in the regular recruit-

ment after his termination as he is in only shown in the 'B' list and not in the selected list he will not be entitled to the provisions of the I. D. Act which is a general law relating to industrial disputes and it had nothing with the rules relating to temporary employees in the P & T Department which are special provisions applicable to a particular class. So I uphold the contention of the Management that it is not a fit case that the very reference is not maintainable and that he is not a workman coming within the meaning of I. D. Act.

11. Moreover the Petitioner was engaged only as casual office assistant on hourly basis with clear terms and conditions that his services are purely temporary and he can be terminated without any notice. He did not qualify himself in the merit list prepared for the Office Assistant Post and thus he did not acquire any right to seek for absorption either. When he is not shown in the merit list simply because he is shown in the waiting list of 'B' list and worked during intervals as casual office assistant he cannot be aggrieved party to say that he is not absorbed and he was terminated without notice. Thus I hold that his termination from service as Casual Office Assistant with effect from 5-5-1983 is legal and justified and he is not entitled for any relief.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 28th day of January, 1987.

Sd/-

Industrial Tribunal

Appendix of Evidence.

witnesses Examined
for the Workmen :

NIL

Witnesses Examined
for the Management ;
MW-1 K. P. Ethu Raj

Documents marked for the Workmen :

NIL

Documents marked for the Management :

Ex. M1 Office Order dt. 22-1-82 issued to M.A. Waheed Nisar and 4 others by the Divisional Engineer, Telcom, Mahaboobnagar with regard to Casual Office Assistants.

Ex. M2 True copy of the order of appointment proforma.

Dt. 2-2-87.

J. VENUGOPALA RAO, Industrial Tribunal
[No. L-40012/4/85-D, II(B)]

का. आ. 651 -- श्रीशोधिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार का कारपोरेशन आक इंडिया मद्रास के प्रबंधनत ते गम्बज नियोगको और उनके कर्मचारी के शीत्र प्रनश्य में निदित्र श्रीशोधिक विवाद में श्रीशोधिक प्रधिकरण, मद्रास के पंचान्त को प्रकाशित करती है, जो केन्द्रीय सरकार की 12 फरवरी 1987 को प्राप्त हुआ था।

S.O. 651-- In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishing the following award of the Industrial Tribunal, Tamil Nadu, Madras, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India, Madras and their workmen, which was received by the Central Government on the 12th February, 1987.

BEFORE THIRU FYZEE MAHMOOD, B.Sc., B.L.,
PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL, TAMILNADU,
MADRAS

(Constituted by the Central Government)

Monday, the 2nd day of February, 1987

Industrial Dispute No. 13 of 1984

(In the matter of the dispute for adjudication under Section 10(1) (d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Food Corporation of India, Madras.)

BETWEEN

The workmen represented by
The General Secretary,
Madras Port United Labour Union,
'BHAGAT HOUSE', 204, Broadway, Madras-600001,
Tamil Nadu.

AND

The Joint Manager (Port Operations),
Food Corporation of India,
Chennai House, Madras-600001,
Tamil Nadu.

REFERENCE: Order No. L-42011(22)/82-D.II(B)/D.IV(B)
dated 6-2-1984 of the Ministry of Labour and
Rehabilitation, Department of Labour, Government
of India, New Delhi.

This dispute coming on for final hearing on Monday, the 19th day of January, 1987 upon pursuing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiruvalargal R. Ganesan and R. Gowthaman, Advocates appearing for the workmen and of Thiruvalargal P.B. Krishnamurthy and M. Chidambaram, Advocates for the Management, and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This dispute between the workmen and the Management of Food Corporation of India, Madras arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-42011(22)/82-D.II(B), dated 6-2-1984 of the Ministry of Labour & Rehabilitation for adjudication of the following issue:

"Whether refusal by the Joint Manager (Port Operations); Food Corporation of India, Chennai House, Madras-600001, Tamil Nadu to provide nominal and regular jobs to sixty four evaucator/works listed below w.e.f. 25-11-1981, is legal, proper and justified? If not, to what relief are the workmen concerned entitled?"

1. Aurtor Ressitte
2. S. Srinivasan
3. S. T. Ummer
4. A. K. Ravindran
5. R. Kannan
6. R. M. Raghunathan
7. C. K. Chacko
8. M.C.
9. C. S. Mathew
10. R. Subramani
11. K. B. Sulaiman
12. A. Irudayam
13. K. Sivanandan
14. T. Ganapathy
15. N. Chinnasamy
16. N. Rathinam
17. S. Noorudeen
18. M. Manickam
19. K. Velayudhan Nair
20. R. Murugayyan
21. K. Adappan
22. K. Sreedharan Pillai
23. O. Brahmadas
24. J. Chellaiah

25. K. J. Genardhanan Pillai
26. K. Soman
27. P. Edgar
28. K. O. Chandanathan
29. Muhtu Iruappan
30. K. Santhanam
31. K. Ramachandran
32. P. Malai Chamy
33. K. J. Cyril
34. P. Ravi
35. K. Sankar
36. A. Karnan
37. A. Mani
38. M. Radhakrishnan
39. V. Gopalakrishnan
40. C. Kumar
41. M. Saidu Mohamed
42. K. N. Gopalakrishnan
43. N. Ezhumalai
44. P. Dhanakodi
45. N. Balaraman
46. K. Genardhanan Pillai
47. P. Ezhumalai
48. G. Gagendran
49. M. Sundaram
50. S. Chakrapani
51. Ramachandran
52. A.T. Prakasam
53. R. Sundaram
54. K. Amul Das
55. R. Murugan
56. N. Nagappan
57. K. M. Basheer
58. P.M. Ahammed
59. S. Devan
60. P. Shanmugham
61. P. Balan
62. V. Genesan
63. N. Thirumalai
64. G. T. Munusamy

(2) In the claim statement filed by the Madras Port United Labour Union, it is stated that there are about 215 Evacuators employed by the Food Corporation of India. They were engaged for mechanical discharge of foodgrains from Vessels with the help of evacuator machines. The Food Corporation of India on 12-11-1981 discharged foodgrains from a Vessel by the traditional method without utilising the services of the Evacuators. Hence the Evacuators went on a strike from 17-11-1981 and they were placed under suspension. Subsequently, on the intervention of the Regional Labour Commissioner (Central), Madras the strike was called off and the suspension of workmen revoked and disciplinary proceedings stopped. However, the Management took the stand only those workmen who would express regret for having gone on a strike and agreed to abide by the terms of the settlement dated 28-8-1978 would be given work. As the 64 workers listed in the present reference did not give any undertaking and they were not posted on evacuator work. The action of the Management was illegal and discriminatory. It might be that they were given alternative work but if they had been provided with evacuator work they would have been eligible for more wages. It is therefore pleaded that the difference in wages may be directed to be paid to the 64 workers. Hence the present reference.

(3) In the counter statement filed on behalf of the Respondent-Management, the allegations made in the claim statement are denied. It is stated that the Management had a memorandum of settlement dated 28-8-1978 utilised the evacuator workers for loading and unloading operations. A normal method of discharge of foodgrains was by the traditional manual means by employing workers from the Dock Labour Board. Discharge by using evacuator was the exception and resorted to only when gearless vessels arrived at the Madras Port. The evacuator workers went on strike from 12-11-1981 and later a settlement was arrived at with one of the Unions on 25-2-1982, by which the Management had agreed to drop disciplinary proceedings and re-employ such workers who expressed their regret for their past misconduct. Except for the 64 workers listed in the present reference all the other remaining evacuator workers expressed their regret and were re-employed. The 64 who did not express their regret were given alternative employment according to their option given by them earlier. They are not entitled to any

difference in wages as claimed which is fanciful. Hence an award may be passed holding that there was no non-employment of 64 workers and that they are not entitled to any difference in wages.

(4) Thiru A. K. Ravindran, one of the workmen listed in the reference who was working as a Labour Supervisor was examined as W.W.I. Exs. W-1 to W-7 were relied upon by the Food Corporation of India employed the workers directly Respondent-Management.

(5) The point for consideration is as contained in the reference.

(6) The Food Corporation of India was handling the discharge of foodgrains from the vessels arriving at the Madras Harbour. Prior to 1970, this work was done by the Food Corporation through contractors. From 23-5-1976, the Food Corporation of India employed the workers directly under them and they were called Evacuators. They were employed for the discharge of foodgrains from the vessels by mechanical means using evacuator machines instead of the manual labour. The discharge of foodgrains from vessels was by the mechanical process by employing workers in the Dock Labour Board and only in the case of gearless vessels that discharge of foodgrains was done by using evacuators. In October, 1981, the Food Corporation of India decided to try out the use of Evacuator machines even for geared vessels as an experimental measure but this was objected to by the Unions of the Madras Dock Labour Board workers. The Vessel "Chennai Ookkam" as stated in the counter statement of the Respondent arrived on 1-10-1981 and was discharged by mechanical means. On 3-11-1981 as deposed to by W.W.I the Vessel "Chennai Perumai" arrived which contained 7 hatches. A difference arose between the evacuator workers and the Management regarding the discharge of foodgrains from this vessel in respect of the 7 hatches resulting in the evacuator workers going on a sudden strike from 12-11-1981. The Management had placed all these evacuator workers under suspension pending disciplinary action. Subsequently, on a settlement dated 25-2-1982 marked as Ex. M-2, under Section 18(1) of the Industrial Disputes Act, 1947 arrived at between the Food Corporation of India, Madras and the Transport and Dock Worker's Union, Madras, it was agreed to revoke the suspension and drop the disciplinary proceedings and the 137 evacuator workers listed in the Annexure to the settlement were re-employed as evacuator workers on the basis of 'No work no pay, for the period of strike, and on the Union expressing on behalf of the workmen their sincere and deep regret for having participated in the strike resulting in stoppage of work. The present 64 workers had not expressed their regret directly or through the Union as required by the Management. However, it is not disputed that their suspension orders were also revoked and they were re-employed from 1-3-1982 in alternative jobs till 22-4-1982 according to the option given by them earlier and they were later appointed as evacuator workers. Even though the reference indicates the deal as 25-11-1981 when they were denied regular jobs as evacuator workers, the evidence adduced in the present case clearly indicates that the workmen in the present dispute were also on strike along with other workers any they resumed duty on 1-3-1982. The fact that no wages were paid or claimed for the period of strike is no dispute. The only contention is that whereas the other workers covered by the Settlement Ex. M-2 had expressed their regret and therefore re-employed as evacuator workers, the present workmen had refrained to express their regret and therefore given alternative employment and not engaged as evacuator workers from 1-3-1982 to 22-4-1982. According to the Petitioners, the action of the Management in not employing them as evacuator workers for the only reason that they had refrained to express their regret is illegal and therefore they claim that they are entitled to difference in wages for the 52 days, the particulars of which are given in the statement marked as Ex. W-7 in respect of the different grades of workmen.

(7) In this context it is relevant to point out that in this reference, the Tribunal is not called up to decide upon the validity of the strike which was resorted to by the workmen. As a matter of fact, it has to be inferred that the strike was illegal as all the workers had reported back for duty on the basis of 'no work no pay' for the relevant period. Most of the workmen who were members of the other Union had also by a Settlement Ex. M-2 expressed their regret for

their past misconduct and were therefore re-employed as evacuator workers. The 64 workmen in the present dispute had admittedly not expressed such regret and were therefore given alternative employment till 22-4-1982 and later they were employed for evacuator work. The action of the Management in securing expression of 'regret' from the workers as manifested by the Settlement Ex. M-2 was just and proper in the circumstances of the case and the fact that the workers had presumably indulged in an illegal strike for a long period of time. The contention put forward on behalf of the Petitioners that the Management had no right to ask for such undertaking or expression of regret is without any basis and has to be negatived. This apart, there is no cogent and concrete evidence to establish that by the concerned workmen being employed in alternative jobs they had really suffered any monetary loss. Apart from the oral assertion of M.W.I and the statement Ex. W-7 which is bereft of details, the Petitioners had failed to establish the loss in monetary benefit sustained by each workman as claimed by adducing any satisfactory documentary evidence.

(8) Hence it is held that the non-employment of 64 evacuator workmen involved in the dispute for the period of 52 days from 1-3-1982 to 22-4-1982 is justified and they are not entitled to any relief. Award is passed accordingly. There will be no order as to costs.

Dated, this 2nd day of February, 1987.

Sd/-

INDUSTRIAL TRIBUNAL

WITNESSES EXAMINED

For workmen—WW-1—Thiru A. K. Ravindran.

For Management — None.

DOCUMENTS MARKED

For workmen

Ex. W-1|8-2-78 — True copy of letter from the Regional Labour Commissioner, Madras-6 to the Management and Union along with decision in pursuance of the settlement dated 4-1-78.

Ex. W-2|13-11-81 — Copy of letter from the Madras Port United Labour Union to the Assistant Labour Commissioner (Central) Madras-6.

Ex. W-3|26-11-81—Copy of letter from the above Union to the Madras Port Trust.

Ex. W-4|9-12-81 — Copy of the letter from Madras Port United Labour Union to the Assistant Labour Commissioner (Central-II) Madras-6 along with list of evacuators who were joined in the Union.

Ex. W-5|6-4-82 — Copy of the letter from General Secretary of the Union to the Regional Labour Commissioner (Central), Madras-6.

Ex. W-6|16-10-82 — Copy of conciliation failure report sent by the Assistant Labour Commissioner-II(Central), Madras to the Government of India.

Ex. W-7 — True copy of Comparative Statement regarding emoluments on ships and alternative posts.

For Management

Ex. M-1|28-8-78 — Typed copy of Memorandum of Settlement u/s. 18(1) of the Industrial Disputes Act between the Food Corporation of India, Madras and the Union.

Ex. M-2|25-2-82 — Typed copy of Memo of settlement -do-

Ex. M-3|16-11-81 — True copy of letter from the Management to the Master, my Chennai Perumai, JD-V, Madras Harbour.

Ex. M-4|17-11-81 — True copy of letter from South India Shipping Corporation Limited to the Assistant Commissioner of Police, Madras-1.

FYZEE MAHMOOD, Industrial Tribunal
[No. L-42011/22/82-D.II(B)]

का. आ. 652.—शोधीगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्युत्तर में, केन्द्रीय सरकार भारती रेलवे स्टोर, नई दिल्ली के प्रबंधनत रो रामद नियोजकों और उनके कर्मकारों

के बीच अनुबंध में नियिट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10 फरवरी 1987 को प्राप्त हुआ था।

S.O. 652.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway Stores, New Delhi and their workmen, which was received by the Central Government on the 10th February, 1987.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL,

NEW DELHI

I.D. No. 34/86

In the matter of dispute between :

Shri Thakur Dass,
R/o 3342-A, Mahindra Park,
Shakur Basti, Delhi.

Versus

The Dy. Controller of Stores,
Northern Railway Stores,
Shakur Basti, Delhi.

2. Union of India through the General Manager, Northern Railway, H.Q. Office Baroda House, New Delhi.

3. The controller of Stores, Northern Railway, H.Q. Office Baroda House, New Delhi.

APPEARANCES : Shri L. C. Adlakha — for the workman.

Shri S. L. Nim — for the Management.

AWARD

The Central Government in the Ministry of Labour vide its notification No. L-41012/45/85-D.II (B) dated 10-2-86 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the Northern Railway Administration in removing Shri Thakur Dass, Khalasi from service is justified ? If not, to what relief the workman is entitled to ?"

2. The salient fact are that the workman joined the service of the respondent in Northern Railway as a temporary Khalasi on 16-4-74. The workman was charge sheeted vide order dated 8/15-12-79 on the allegations of unauthorisedly occupying railway quarter by breaking open the government lock. A domestic enquiry was held and on finding the charges proved against him the workman was removed from service vide order dated 6-8-1980. The workman has challenged the order of his removal from service on the ground that his junior in the waiting list for the allotment of quarters Shri. Som Parkash was allotted the quarter no. 228/13 Railway Colony Shakur Basti and that the legitimate claim of the workman was ignored; that quarter No. S. 247/3 Railway Colony Shakur Basti which was lying vacant, was allotted to him on 17-10-79 by Shri J. Ram Chairman Housing Committee, Shakur Basti Delhi on the application of the petitioner dated 9-10-79 and therefore the charge against him was false; that rules of natural justice were not followed at the time of holding of enquiry and he was not supplied copies of the charge sheet and annexures inspite of written request made by him. The appeal filed by him on 27-8-80 was improperly rejected and so was also the review petition made by him before the General Manager Northern Railway on 22-3-1982 and that by virtue of service conditions the workman was entitled to railway quarter and he was not legitimately issued the allotment letter as that the proper procedure should been for eviction of the railway quarter under the public premises Eviction Act and the workman

could not be removed from service for the alleged unauthorised occupation.

3. The Management maintained that the domestic enquiry held against the workman was fair and proper and all the rules of natural justice were followed and workman was given opportunity to defend himself. His appeal and review petition were duly considered and rejected and the order of removal from service is valid and legal. It was further stated that although the applicant's registration Number was 865 and that of Som Prakash 980 yet Mr. Som Prakash was allotted the quarter out of turn by Housing Committee on merits as a very special case. The workman had committed heinous crime warranting major penalty by forcibly occupying railway quarter meant for the senior most in the priority register by breaking open the government lock and his action in not vacating the quarter was wilful, intentional and with criminal intent and the only remedy available to the Management was to get the quarter vacated with police help as the workman did not heed to the letters issued to him to vacate the quarter.

4. On a consideration of the entire facts and circumstances of this case I am of the considered opinion that the punishment awarded to the workman is quite incommensurate in relation to the nature and gravity of the offence alleged to have been committed by him. The workman has virtually admitted that he had forcibly taken possession of the railway quarter as alleged since he has not challenged the statement given by Shri V. P. Raheja given in his affidavit on behalf of the Management. The railway quarter occupied by the workman has since been got vacated. It is admitted by the Management itself in the written statement that in the priority list the name of the workman stood at serial No. 865 whereas the name of one Shri Som Prakash stood at serial No. 980 but the said Shri Som Prakash had been allotted railway quarter out of turn. In the light of this pleading in the written statement, the statement of Shri V. P. Raheja that allotments are made strictly according to the seniority in the priority register appears to be palpably false. Similarly the statement made by him in para 6 of affidavit that the workman whose name stood at serial No. 865 in the priority register could not get and should not have got the quarter until the persons whose name stood in the list upto sl. no. 864 had been allotted the quarter is also false. It thus transpires that the Management has not been respecting the seniority of the applicants in the priority register in the allotment of quarters. Therefore there was a genuine grouse on the part of the workman that person junior to him by 115 places was allotted the quarter whereas he was not. All the same the workman had no business to take the law into his own hand by forcibly entering into occupation of the quarter by breaking open the government lock and, therefore, the workman was guilty of misconduct and the Management was fully justified in proceeding against him. There is nothing to show that the domestic enquiry held against the workman was vitiated in any manner. Hence the enquiry against him is held to be fair and proper. As already observed the Management was not scrupulously observing the seniority in the priority register for allotment of accommodation and there cannot be any two opinions that allotment of government accommodation is a valuable privilege for any employee and denial of seniority in allotment and allotment out of turn to persons who are junior in seniority is bound to cause heart burning and disturb industrial peace. The Management would therefore be well advised to strictly follow the seniority in the priority register. The workman has stated that he has got a wife and two children to support and is living as a destitute and has got no place to live and no means to support his family and he did not press his claim for back wages and prayed that he may be reinstated with continuity of service. In the circumstances of this case, the situation of the workman is really pitiable in as much as he has been thrown out of service and he has also lost the accommodation which he had forcibly occupied. The non-payment of back wages would serve as sufficient punishment for the mis-conduct of the workman and the offer made by him is quite reasonable and is accepted.

5. In the result it is held that the action of the Management in removing the workman from service was not justified and he is directed to be reinstated with continuity of service but without any back wages.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

Dated : 16th January, 1987

G. S. KALRA, Presiding Officer
[No. L-41012/41/85-D II(B)]

का. आ. 653.—श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय सिल्क बोर्ड बैंगलोर के प्रबंधसंघ में सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निश्चिट श्रीधोगिक विवाद में श्रीधोगिक अधिकारण, बैंगलोर के पक्षाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10 फरवरी 1987 को प्राप्त हुआ था।

S.O. 653.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Karnataka, Bangalore, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Silk Board, Bangalore and their workmen, which was received by the Central Government on the 10th February, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL IN KARNATAKA, BANGALORE

Dated this the 5th day of February, 1987

PRESENT :

Sri R. Ramakrishna, B.A. B.L., Presiding Officer.
Central Reference No. 21 of 1986

I PARTY :

The President,
Central Silk Board,
Employees Union, No. 691,
6th Block, Rajajinagar,
Bangalore-560010.

Vs.

II PARTY :

The Member Secretary,
Central Silk Board,
Mahatma Gandhi Road,
Bangalore-560001.

APPEARANCES :

For the I Party—Sri B. N. Vijaykumar, President,
Central Silk Board Employees Union, Bangalore.

For the II Party—Sri Shivaraj Patil, Advocate, Bangalore.

REFERENCE :

(Government Order No. L-42011/22/85-D.II (B) dated 28-8-86)

AWARD

The Central Government in exercising the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication on the following Schedule :

SCHEDULE

"Whether the action of the employers of Central Silk Board Bangalore in transferring Smt. Swarna Rao, and Km. Krishnamma from Bangalore is justified ? If not, to what relief the workmen are entitled ?"

2 Pursuant to the notice issued by this Tribunal the parties have filed their claim statements. The contentions urged by both the parties in their claim statements are not relevant to reproduce in view of the developments that took place subsequent to the reference.

3. The II Party have filed a memo on 8-1-1987 thereby contending that the candidates whose transfers is the subject matter of this dispute have been transferred back to National

Silkworm Seed Project, Bangalore as per the photostat copies of the letters dated 18-12-86 and 17-4-1986, hence the reference may be closed for having become infructuous and award to that effect may kindly be passed in the interest of justice and enquiry.

4. Today the authorised representative, the President of the union has filed a Memorandum for Settlement contending thereon that the II Party has transferred both the women employees back to Bangalore and hence they are agreeable for an amicable settlement as proposed by the II Party. Accordingly, the union begs that the case may be closed and an award may be made to that effect.

5. In view of these developments there is no necessity to give a finding on the justification of transfers made by the II Party of these two employees.

AWARD

The reference is closed for having become infructuous. There is no order as to costs.

(Dictated to the Stenographer, transcribed and typed by her and corrected by me.)

R. RAMAKRISHNA, Presiding Officer
[No. L-42011/22/85-D.II (B)]
HARI SINGH, Desk Officer

नई दिल्ली, 27 फरवरी, 1987

का. आ. 654.—श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, जिलिंग लानगोला अपारण और माइन आफ मै. एस. लाल एण्ड क. लि., बाराविल (उडीसा) के प्रबंधसंघ से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निश्चिट श्रीधोगिक विवाद में श्रीधोगिक अधिकारण, भुथनेश्वर के पक्षाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-2-1987 को प्राप्त हुआ था।

New Delhi, the 27th February, 1987

S.O. 654.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Bhubaneswar, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Jilling Langalota Iron Ore Mine of M/s. S. Lal and Co. Ltd., Barbil (Orissa) and their workmen, which was received by the Central Government on the 10th February, 1987.

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR
PRESENT :

Shri R. N. Panda, M.A.I.L.B.—Presiding Officer, Industrial Tribunal, Bhubaneswar.

Industrial Dispute Case No. 3 of 1984 (Central)
Industrial Dispute Misc. Case No. 2 of 1983 (C)

Bhubaneswar, the 4th February, 1987

BETWEEN

I. D. Case No. 3/84 (C)

The Management of Jilling Langalota Iron Ore Mine of M/s. S. Lal and Co. Ltd., Barbil (Orissa).
—First Party

The General Secretary, North Orissa Workers' Union, P.O. Rourkela-12
—Second Party

I. D. Misc. Case No. 2/83 (C)

M/s. S. Lal and Co. Limited, P.O. Barbil, Distt. Keonjhar (Orissa)
—Applicant-Management

AND
Shri Baikuntha Tanti, Jilling Langalota Iron Mine, P.O. Lajang, Veer-Jhanta, Dist. Keonjhar (Orissa).

—Opposite Party-Workman

APPEARANCES :

Sri N. C. Saha, Director

Sri S. K. Jain, Vice-President—for the First Party.

Sri B. S. Pati, General Secretary—for the Second Party.

AWARD

1. Both these proceedings are taken up together as they raise common questions of facts and law. Both of them relate to the dismissal of the services of the workman Baikuntha Tanty with effect from 4-5-1983. I. D. case No. 3 of 1984 arises out of a reference made by the Central Government under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication vide its order No. L-26012/27/83-D. III (B). The schedule of reference is as follows :—

"Whether the action of the management of Jilling Langalota Iron Ore Mines of M/s. S. Lal and Co. Ltd., Barbil (Orissa) in dismissing from service Shri Baikuntha Tanty, Chowkidar, with effect from 4-5-1983 is justified, if not, to what relief is the workman concerned entitled ?"

2. The case of the workman is that he was the permanent Chowkidar of the Management in Jillinglangalota Iron Mines. The Deputy Superintendent of the Iron Mines framed charges against him on 3rd November, 1982. The charges were that on 3-11-82 at about 7.15 A.M. while Sri Daitari Gope the Driver of Jeep went to check up water and mobil level for the starting the jeep, he found that the Excise battery had been stolen from the jeep. On 2-11-82 Daitari Gope had brought and left the jeep in the workshop shed in the presence of the workman at about 10.30 P.M. After keeping the jeep at the workshop shed Daitari Gope handed over the charge of the jeep to the workman and had handed over the ignition key of jeep ORJ 3923 to the workman in person. On 2-11-82 the workman was allotted duties in workshop to look after all the machines including jeep ORJ 3923 and during his duty hours the battery of the said jeep has been stolen. It is further stated that the workman was placed under suspension with immediate effect. He showed cause to the charges. The Deputy Superintendent intimated that an domestic enquiry would be held on the charges levelled against the workman and J. C. Chakravarty would be the enquiry officer. The workman made an application on 30-1-83 to the Deputy Superintendent for his representation in the enquiry through another workman. The Management did not allow such representation, as a result of which he lost his valuable right of cross-examination of the witnesses. The Enquiry Officer did not supply the copy of deposition of the witnesses. The workman made specific request for supply of copy of the documents relied upon by the prosecution or inspection of the same. The Management on receipt of the enquiry report, asked the workman to show cause as to why he should not be dismissed from service to which the workman submitted his explanation. But on 4-3-1983 the Vice President of the Mines intimated that he (the workman) has been dismissed from service.

3. The order of dismissal has been challenged on the grounds that the following procedural irregularities have been committed :

- (i) The order does not disclose as to under which provision of the Certified Standing Order action of dismissal has been taken against the workman.
- (ii) It is incumbent on the part of the Management to supply the records of the proceeding of each dates which has not been complied with.
- (iii) The witnesses deposed in Oriya and Hindi which were translated and recorded by the Enquiry Officer in English.
- (iv) The depositions were never explained to the workman for which he could not effectively cross-examine the witnesses.
- (v) The workman called for documents in aid of his defence which was neither supplied nor he was afforded any opportunity to inspect the same.

(vi) The workman was denied to be represented by one of his co-worker;

The action of dismissal is only with a view to feed fat the grudge of the Management. It is based on extraneous consideration and malafide. The punishment it is finally stated, is not commensurate with the gravity of the charges.

4. The Management's stand is that the North Orrisa Workers Union which had espoused the instant dispute, has no locus standi to do so and therefore the reference is invalid. It has made an application for approval of the action of dismissal as a reference involving fixation of wages of workman is pending before this Tribunal. It is further stated that the workman was chargesheeted for gross misconduct. The domestic enquiry held into the charges has been in accordance with the principle of natural justice. The workman fully participated in the enquiry and was given an opportunity to defend himself. The Enquiry Officer submitted his report with his finding on 23-2-1983. The Management on receipt of the said enquiry report proposed to dismiss him from service and he was given an opportunity to make representation, if any, against the proposed punishment of dismissal. The workman submitted his reply whereupon the Management after due consideration passed the order of dismissal. He was also informed that in view of the pendency of the proceeding as stated above an application u/s 33(2)(b) of the Industrial Disputes Act had been made. The action of dismissal, it is contended, was bonafide and legal. The Management relies upon the domestic enquiry and submitted that the Tribunal may take up the issue on the validity of the domestic enquiry as preliminary issue and if the domestic enquiry is held to be not valid, an opportunity may be given to the first party to adduce fresh evidence on merits.

5. I. D. Misc. case No. 2/83 (c) arises out of the application of the Management under section 33(2)(b) of the Industrial Disputes Act, 1947. The pleadings in that proceedings are one and the same with the pleadings in I. D. case No. 3/84(C). It is therefore not necessary to repeat the same over and again. The only additional fact mentioned in the application u/s 33(2)(b) is that the workman was informed that an amount of Rs. 290.42 P. being one month wages had been remitted to him as required in compliance with the provision of section 33(2)(b) of the Industrial Disputes Act. This fact has not been denied by the workman in his written statement.

6. This Tribunal in its order dated 12-6-1985 has held the domestic enquiry to be neither legal nor reasonable. The Management has been allowed to adduce evidence on merits.

7. The Management's case as indicated earlier is that the workman was the Chowkidar of the garage in which the jeep bearing No. ORJ 2923 had been garaged in the night of 2-11-1982. In the morning of 3-11-82 it was detected that the battery of the said jeep had been missing. For this missing of the battery the workman is said to be responsible. To support the charges, the Management has examined three witnesses. The Management does not seek to rely on any documentary evidence. The three witnesses examined are the Ex-Manager of the Management, the Driver of the jeep and the Mining apprentice-cum-Supervisor. The Manager says that on 2-11-1982 at about 2.30 P.M. he returned from duty in the above mentioned jeep and advised the driver to hand over the jeep and its key to the Watcher. His further evidence is that on receipt of a report from the driver he had visited the spot at about 8 A.M. on 3-11-1982 and learnt that the battery of the jeep was missing. It has been suggested to him that the battery of the jeep had been left at Joda for charging. It has been elicited from this witness in cross-examination that the duty hour of the workman was from 11.30 P.M. to 7.30 A.M. of the following date which is the 'C' shift of the Management. The 'B' shift, this witness says, is from 2.30 P.M. to 11.30 P.M. If the duty hour of the workman began from 11.30 P.M. and if as stated by this witness the driver of the jeep hand over the jeep and its key to the watcher at 2.30 P.M. On 2-11-82 at 10.30 P.M. he and the Manager and one Sharma returned from Joda to Jilling in the aforesaid jeep. He dropped down the Manager and Sharma at their residence and then gave prima facie the jeep to the workman as advised by the Manager. He also claims to have handed over the key of the jeep to the workman. His further evidence is that on 3-11-82 he came to the office and collected the key of the jeep which was kept

on the wall and then came to the garage with the key of the jeep and found that the battery was missing from the jeep. He reported the missing of the battery to the Manager. It is not in dispute that the 'C' shift in which the workman was supposed to be in duty commence at 11.30 P.M. Therefore the claim of this witness that he hand over the key of the jeep to the workman at 10.30 P.M. can not be accepted unless it is shown that the workman for any reason had on 2-11-1982 attended to his duty one hour before the duty hour. Moreover, the Manager (MW-1) has stated that they returned in the jeep at 2.30 P.M. of 2-11-1982. The discrepancy in the timing given by both the witnesses can not in the circumstances be reconciled. The third witness for the Management does not say anything about the entrustment of the jeep to the workman. On a consideration of the evidence of the third witnesses examined by the Management it is not possible to hold that the jeep had been entrusted to the workman during his duty hour. The possibility of the battery of the jeep having been removed either by the driver of the jeep or by the watcher of the 'B' shift can not be ruled out. A charge of theft which culminated in the dismissal of the workman can not be said to have been established on the shaky evidence adduced on behalf of the Management. The workman himself has stated that his duty hour was from 11.30 P.M. to 7.30 A.M. of the day following. Before leaving his duty the watchman of the 'B' shift had pointed out the different machinaries to him. The driver of the jeep did not hand over any key of the jeep to him and he had not seen him in the workshop on that date. He has denied his complicity in the matter of the missing of the battery. The Management in my opinion, has failed to prove the charges leading to the order of dismissal and the same can not therefore be sustained. The same is set-aside. The workman be reinstated in service with full back wages.

8. For the reasons stated above the application under section 33(2)(b) of the Industrial Disputes Act for approval of the action of dismissal stands rejected.

Transcribed to my dictation and corrected by me.

R. N. PANDA, Presiding Officer
[No. L-26012/27/83-D.III (B)]

का. आ. 655:- श्रीओरिगिक विवाद अधिनियम, 1947 . (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय मरकार, सिंगरेणी कालियरी क. लि. के प्रबंधनम से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुवंश में निरिष्ट श्रीओरिगिक विवाद में श्रीओरिगिक अधिकरण हैदराबाद के पंचाट को प्रकाशित करती है जो केन्द्रीय मरकार को 10-2-87 को प्राप्त हुआ था।

S.O. 655.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Singareni Collieries Co. Ltd., and their workmen, which was received by the Central Government on the 10th February, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Miscellaneous Petition No. 29J of 1985

In

Industrial Dispute No. 56 of 1984
BETWEEN

Sri Udari Rajam, 2-2-1137/8/1/B1, New Nallakunta,
Hyderabad-500044. Petitioner

AND

The Management of Singareni Collieries Company Limited,
Ramagundam, Godavari Khani-506209 Karimnagar District. Respondent

APPEARANCES :

Sri B. G. Ravindra Reddy, Advocate—for the Petitioner-Workman.

Survasri K. Srinivasa Murthy, H. K. Saical and G. Sudha, Advocate—for the Respondent-Management.

AWARD

This is a petition filed under Section 33A of the Industrial Disputes Act 1947 by the Petitioner Udari Rajam Coal Filler, stating that he put in nine years of continuous service under the Management and that they were no complaints whatsoever against him and he was discharging his duties to the entire satisfaction of the Respondent. He mentioned that he drew salary of Rs. 1,200.00 per month. According to him a charge sheet was issued on 3rd October, 1984 framing certain false allegation and though he denied the said allegations in his application, an enquiry was ordered and the Enquiry Officer being biased did not conduct a fair domestic enquiry as contemplated under the principles of natural justice and basing upon the enquiry officer report the petitioner was dismissed from service by an order dated 24th April, 1985.

2. It is mentioned that the person who was appointed as Enquiry Officer and the person who issued the charge-sheet are incompetent and the authority who dismissed the petitioner has no power as per the Standing Orders to dismiss him therefore the dismissal order is liable to be set aside. It is mentioned that the punishment is also harsh and highly excessive and requires the interference of this Tribunal under Section 11-A of the Act.

3. Finally it is mentioned that the petitioner also is concerned in I.D. No. 56 of 1984 and it is pending before this Tribunal and has no application under Section 33(2)(b) of the Act. the action of the Respondent is in violation of Section 33 of the I.D. Act and thus this application is maintainable under Section 33A. It is further mentioned that the petitioner is unemployed inspite of best efforts without any alternative employment. Therefore he wanted that the Respondent be directed to reinstate the petitioner with full back wages and all other attendant benefits.

4. In the counter filed by the Respondent Management it is said that the petition is not maintainable. It is stated that this application under Section 33A is not maintainable. According to the Management the reference relating to I.D. pending relates to non-supply of free two parotas and one egg, the said reference is as follows :

"Whether free supply of two parotas and one egg in some mines of M/s. Singareni Collieries Co. Ltd., was a customary concession, and whether the action of the management of M/s. Singareni Collieries Co. Ltd., in stopping the free supply of two parotas and one egg in same Mines of Ramagundam and Bellampalli areas is justified? If not to what relief the concerned workmen are entitled?"

It is mentioned that he was charge sheeted for instigation and participation in an illegal strike in the Mine on 11-9-84 and the strike which commenced on the first shift continued in subsequent shifts and finally it ended on 12-9-1984. Thus there is a continuous strike on three shifts which has resulted in the loss of production and dislocation of work. The dispute in I. D. No. 56 of 1984 has no connection whatsoever with the misconduct of the petitioner. While I. D. No. 56 of 1984 related to supply of egg and parotas, the misconduct committed by the workman related to investigation and participation in an illegal strike. He see no application is necessary to be filed under Section 33 either for prior permission or approval. The other allegation that his services are terminated by a person who is not competent to do so is not correct. The Manager is competent person to issue show cause notice as per the Standing Order. This workman was charge sheeted by the Manager of the Mines as per the Mines Act and he is known as Superintendent of the Mines as per the organisational set up of this Company and he carries the functions of Mines Manager and no mere change of designation of a particular individual who is competent to issue charge sheet does not vitiate the orders. Similarly Additional Chief Engineer of the Mine is also agent as per the Mines Act and he is the competent authority to appoint or dismiss any daily rated and piece rates workman working under him. It is not necessary that only the particular individual who has the particular designation alone who can take action. He was given fair and

full opportunity during the domestic enquiry conducted. Hence the application filed is not maintainable and the management is also justified in taking action against the petitioner. So the application is liable to be dismissed.

5. This application was filed by the workman on 16-9-1985 and registered as M. P. No. 291/85 under Section 33A of the I. D. Act. On 11-10-1985 Sri B. G. Ravinder Reddy filed vakalat for the Petitioner-workman while Sri K. Srinivasa Murthy, H. K. Saigal and Miss G. Sudha, advocates filed vakalat for the Respondent-Management. The Management filed counter on 16-1-1986 and thereafterwards the matter was adjourned from time to time as they were not ready and finally as the matter was posted for preliminary enquiry, the Management was consistently not ready and Management filed M. P. No. 341/86 on 28-9-1986 stating that Company had already filed Memo in I. D. No. 41/85 requesting to defer all their cases and that the Tribunal was proceeding with the matters inspite of that it is mentioned that this case also should be deferred. As the said Memo is not signed by the Managing Director or its authorised representative and as the said Memo has no relevancy with I. D. No. 41/85 and as the person who filed the Memo has no authorisation in the case the said Memo was rejected. Finally it is adjourned for three more adjournments though the counsel for the workmen was present and ready and on 26-11-1986 the matter was heard on the preliminary point as the counsel for the workmen gave consent to mark the domestic enquiry file as Ex. R1 to R16, marked with consent. There was no representation for the Management. After hearing the counsel for the workman Sri B. G. Ravinder Reddy it is reserved for orders on preliminary point relating to the validity of the domestic enquiry.

6. On 29-11-1986 orders were pronounced on the file material holding that the domestic enquiry was held properly and fairly observing the principles of natural justice. Even afterwards notice was given to the Management for arguments regarding the legality of the sentence passed. Though the Management was served with notice and the acknowledgement was received, no body was present and there is no representation also on their behalf. On the other hand the workmen counsel Sri Ravinder Reddy was present and it is adjourned to 9-12-1986. Again on 9-12-1986 it is adjourned to 10-4-1987 for the convenience of the Advocate for the workman and finally after hearing arguments of the advocate for the workmen, the matter is posted to 2-1-1987 for argument of the Management, if any. On 2-1-1987 as there was no representation for the management and the workmen counsel was present and as the Management was not represented since 25-9-1986 till that date the arguments was treated as closed and it is reserved for award.

7. At the outset it is to be noted that Section 33 and 33A are intended for protection of an employee. The Tribunal has to do complete justice between the parties with regard to the matter in dispute and also give such reliefs as the nature of case required in IMPERIAL TOBACCO CO. LTD. v. ISHWAR DASS (AIR 1958 Allahabad page 317) and AUTOMOBILE PRODUCTS OF INDIA LTD. v. RUKMAJIBALA 1955(I)LLJ, page 346) S.C. The basic object of these two sections, broadly speaking, is to protect the workmen concerned in the dispute which form the subject matter of pending conciliation proceedings or proceeding by way of reference under Section 19 of the Act, against victimisation by the employer or on account of raising or continuing such pending disputes and ensure that these pending proceedings are brought to expeditious termination in a peaceful atmosphere. To achieve this objective, a ban subject to certain conditions, has been imposed by Section 33 on the ordinary right of the employer to alter the terms of his employee's service to their prejudice or to determine their services under the general law governing the contract of employment and Section 33-A provides for a relief against complaints by aggrieved workmen considering them to be disputes referred to or pending adjudication in accordance with the provisions of the Act. In AIR INDIA CORPORATION v. V. A. REBELIOW (1972(I) LLJ, page 501) The new clause (b) enables an aggrieved workman to make a complaint to an Arbitrator, Labour Court, Industrial Tribunal or the National Tribunal, in writing, who will adjudicate on the complaint as if it were a dispute re-

ferrable to or pending before it for adjudication. Thus a workman aggrieved by the contravention of Section 33 does not have to wait for a reference of his dispute under Section 10 but can himself prefer his complaint which is to be treated in the same way as a dispute referred under Section 10 of the Act. The words "shall adjudicate upon the complaint as if it were dispute referred to or pending before it, in accordance with the provisions of this Act", show that the jurisdiction of the Arbitrator, a Labour Court, an Industrial Tribunal or the National Tribunal under Section 33-A is the same as the jurisdiction of these authorities relating to the adjudication of an industrial dispute on a reference being made to them under Section 10 of the Act read with Section 11-A. In other words, an adjudicator acting under this Section would be dealing with the matter as if the question has been referred to it under the Act and will thus have a very wide jurisdiction and it can deal with all aspects and modulate the reliefs that can be granted under Section 11-A. In BOOTS PURE DRUGS CO. (INDIA) LTD., v. K. C. BASTIN (1977 (III) LLJ, page 113) and in EQUITABLE COAL CO. LTD. Vs. ALGU SINGH (1958) (I) LLJ 793). His Lordship Vajendragadkar J. held that the first point whether it is a fact contravention of provision of Section 22 proved and if it is answered yes, then the second point is whether the order passed by the employer against the employee justified on merits; held if the first point is answered in favour of the employee but on the second point the findings is that on merits this order passed by the employer against the employee is justified then the breach of Section 22 proved against the employer may ordinarily be regarded as a technical breach and it may not, unless there are compelling facts in favour of the employee, justify any substantial order of compensation in favour of the employee. In PUNJAB NATIONAL BANK LTD. v. THEIR WORKMEN (1959(I)LLJ, page 666) Justice Hon'ble Gajendragadkar explained the scope of the enquiry under Section 33A in the following words "Thus there can be no doubt that in an enquiry under Section 33-A the employee would not succeed in obtaining an order of reinstatement merely by proving contravention of Section 33 by the employer. After such contravention is proved it would still be open to the employer to justify the impugned dismissal on the merits. That is a part of the dispute which the tribunal has to consider because the complaint made by the employee is treated as an industrial dispute and all the relevant aspects of the said dispute fall to be considered under Section 33-A. Thereafterwards in PUNJAB BEWERAGHS PVT. LTD. v. SURSH CHAND (1978 (II) LLJ page 1) Justice Bhagwati observed "It will, therefore, be seen that the first issue which is required to be decided in a complaint filed by an aggrieved workman under Section 33A is whether the order of discharge or dismissal made by the employer is in contravention of section 33. The foundation of the complaint under Section 33-A is contravention of Section 33 and if the workman is unable to show that the employer has contravened section 33 in making the order of discharge or dismissal the complaint would be liable to be rejected. But if the contravention of Section 33 is established the next question would be with the order of discharge or dismissal passed by the employer is justified on merits. The Tribunal would have to go into this question and decide whether, on the merits, the order of discharge or dismissal passed by the employer is justified and if it is, the Tribunal would sustain order, treating the read of Section 33 as a mere technical breach. Since, in such a case the original order of discharge or dismissal would stand justified, it would not be open to the Tribunal, unless there are compelling circumstances, to make any substantial order of compensation in favour of the workman. In fact in Equitable Coal Co's case an order of compensation made by the Tribunal in favour of the workman was reversed by this Court. This tribunal would have to consider all the aspects of the case and ultimately what order would need the ends of justice would necessarily have to be determined in the light of the circumstances of the case. But this much is clear that mere contravention of Section 33 by the employer will not entitle the workman to an order of reinstatement,

because in query under Section 33A is not confined only to the determination of the question as to whether the employer has contravened Section 33 but even if such contravention is proved, the tribunal has to go further and deal also with the merits of the order of discharge or dismissal." There-

fore when an application is made by a dismissed employee under Section 33A if it is shown that the main dismissal of the employee has contravened Section 33. It is open to the employer to justify the dismissal on merits by adducing satisfactory evidence before the Tribunal and it is obligatory on the part of the Tribunal to give the decision on the merits of the complaint.

8. Now, in this case these aspects should be seen. It is admitted that he is a workman of the Singareni Collieries Company and there is no dispute that he put in sufficient number of years of service as permanent coal filler and there is an I.D. No. 56 of 1984 pending before this Tribunal with reference to stoppage of free supply of two parotas and one egg in the same Mine of Ramakrishnapur and Bellampalli areas. To say that he is not connected with the stoppage of free supply two parotas and one egg in the same Mines where he is working by the Management seems to be not justified. As a worker he is entitled if there is such supply of two parotas and one egg to the workman, he being one among the workers to have such a privilege or custom. So it is not correct to say that the employee is not concerned with I.D. No. 56 of 1984. When the said I.D. is pending and when it is the subject matter of dispute under Section 10(1)(d) before this Tribunal, it is not the case of the Management as per their counter that they sought for permission for dismissal under Section 33(2) (b), it is nowhere mentioned in their counter that they filed such a petition seeking approval or the sanction of dismissal. The charge even according to the Management is that there was illegal strike on 11-9-1984 which commenced in the first shift and continued throughout three shifts and finally ended on 12-9-1984 (i.e. next day). It is not shown that this workman is a Trade Union activist and that he instigated as a Trade Union leader for the so-called one day strike. At best it would show that he participated in the strike even as per Management domestic enquiry is true and when nearly three shifts workmen were participated in the said strike numbering about 120 workers, the Management did not choose to take similar action against any other person.

9. The case of the workman is that he sought for allotment of work to nearby place than where he was working and that he is not a Trade Union leader and he is only an illiterate workman. As per Shri Ravinder Reddy the Management though given fair and reasonable opportunity they did not lead evidence to show that he instigated so and so or that he lead the strike during all the three shifts. Moreover, when the incident is said to have been taken place on 11-9-1984 in three shifts and 12-9-1984 by the commencement of the morning shift the strike ended, the Management kept quite till 3-10-1984 and issued a charge sheet to him as per Ex. R1 and he was dismissed from service from 24-1-1985. The reason shown as per the enquiry report would show that in 1982 he is said to have been suspended for 10 days and thus he is tried to be penalised for participation in one day's strike. Now, as per the settled decisions of the Supreme Court as discussed supra first of all it must be known whether it is a fact of contravention of Section 33. Admittedly it is prima facie clear case that where the management did not seek permission for dismissal in the light of the pendency of I.D. No. 56 of 1984 and the fact of contravention of Section 33 is clearly manifested.

10. The second aspect is whether on facts the dismissal by the employer in the given circumstances is justified. The decisions of the Supreme Court showed that the Tribunal has the same jurisdiction while dealing with the matter under Section 33A to adjudicate on the reference being made as if it is referred under Section 10 of the Act read with Section 11-A of the Act and therefore it will have wide jurisdiction and it can consider all aspects and modulates the reliefs. It is no doubt that an enquiry under Section 33A if there is contravention that the employee would automatically succeed in obtaining the order of reinstatement. The Management can justify the impugned order of dismissal on merits, the Management is given notice at every stage as can be seen from the docket sheet and the Management did not avail the same. Under Section 33A of the Tribunal has to deal not only with the question of contravention but also that the merits of order of dismissal as laid down in M.P. IRRIGATION KARAM-CHARJI SANGH v. STATE OF MADHYA PRADESH (AIR 1603 GI|86—7

1983 S.C page 860) as well as RAM AVTAR SHARMA v. STATE OF HARYANA (1885(I) LLJ page 187) Section 11A confers a right to the Tribunal to examine the cases of the workmen whose services has been terminated either by discharge or dismissal qualitatively in the matter of nature of enquiry and quantitatively in the matter of adequacy otherwise of punishment. Therefore when the Management did not come forward to justify their action off dismissal for one day participation in the strike it must be held that the dismissal is qualitatively and quantitatively disproportionate to the nature by a workman. If a worker is absent on a particular day it cannot be said without any proof that he instigated and when there is no evidence that he is a trade union leader who lead the strikers in three shifts even if he participated in the strike in a single day the punishment of dismissal is qualitatively and quantitatively disproportionate (since no action is taken against the other workers who participated) to the nature of charge even if the same is true and correct. Thus, there is clearly violation of Section 33 of the I.D. Act and there is also clear case where the workman is indiscriminately punished with the order of dismissal and he was unemployed from the time of his dismissal and thus I hold on all counts he is not liable to be dismissed from service and thus it is a fit case where the workman is indiscriminately punished with the stoppage of one increment as he participated in one day's strike.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him corrected by me and given under my hand and the seal of this Tribunal, this the 21st day of January, 1987.

Sd/-

INDUSTRIAL TRIBUNAL

Appendix of Evidence

Witnesses Examined	Witnesses Examined for the for the Petitioner-Workmen.	Respondent- Management: NIL
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Documents marked for the Petitioner-Workman :

NIL

Documents marked for the Respondent-Management By Consent:

Ex. R1 Charge Sheet dt. 3-10-84 issued to Udari Rajam by the Superintendent of Mines, G.D.K. 9A Incline, S.C. Co. Ltd., Godavarikhani.

Ex. R2 Enquiry Proceedings.

Ex. R3 True Copy of the Circular dt. 14-6-84 declaration of Coal Industry as public utility service.

Ex. R4 Form 'C' termination of strike.

Ex. R5 Explanation dt. 8-10-84 submitted by Udari Rajam to the Superintendent of Mines G.D.K. No. 9A Incline, Godavarikhani.

Ex. R6 Letter addressed to Superintendent of Mines G.D.K. No. 9A Incline by Udari Rajam requesting for postpone the enquiry.

Ex. R7 Enquiry notice dt. 4-11-84 issued to Udari Rajam by the Superintendent of Mines, G.D.K. 9A Incline, Godavarikhani.

Ex. R8 Enquiry Notice dt. 12-11-84 issued to Udari Rajam by the Superintendent of Mines, G.D.K. No. 9A Incline, Godavarikhani.

Ex. R9 Enquiry notice dt. 23-11-84 issued to Udari Rajam by the Superintendent of Mines, G.D.K. No. 9A Incline, Ramagundam Division-III.

Ex. R10 Enquiry Notice dt. 29-11-84 issued to Udari Rajam by the Superintendent of Mines, G.D.K. 9A Incline, Godavarikhani.

Ex. R11 Enquiry notice dt. 2-12-84 issued to Udari Rajam by the Superintendent of Mines, G.D.K. 9A Incline, Godavarikhani.

Ex. R12 Letter dt. 23-1-83 addressed by Dy. C.M.E. GDK 9&9A Incline to the Additional C.M.E. Rg.

III with regard to Enquiry Proceedings against Udari Rajam.

Ex. R13 Letter dt. 7-6-83 addressed C.M.F. Rg. III by the Dy. P.M. Rg. III with regard to Udari Rajam's Case.

Ex. R14 Suspension Order dt. 1-10-84 issued to Udari Rajam by the Superintendent of Mines, GDK No. 9A Incline.

Ex. R15 Enquiry Report dt. 11-11-82.

Ex. R16 Enquiry report dt. 12-12-84.

Dt. 28-1-87.

J. VENUGOPALA RAO, Industrial Tribunal,
[No. I-22011/22/84-D. III(B)]

का श्री. ६५६—प्राद्योगिक विवाद अधिनियम, १९४७ (१९४७ का ११) की घास १७ के अनुसरण में, केन्द्रीय सरकार में सिगरेटी कॉलिन्याइज के पि. रि. रामाकृष्णपुर-II डिविजन के प्रबंधन में गम्भीर नियोजनों प्रीर उत्तर कर्मचारी के बीच, अनुदाम में नियोजन प्राद्योगिक विवाद में प्राद्योगिक अधिकारी हैरानीवाद के प्रशासन कर्त्ता है, जो केन्द्रीय सरकार को १०-२-८७ को भारत हुआ था।

S.O. 656.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Singareni Collieries Co. Ltd., Ramakrishnapur-II Division and their workmen, which was received by the Central Government on the 10th February, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Industrial Dispute No. 17 of 1986

BETWEEN

The Workmen of Singareni Collieries Company Limited, Ramakrishnapur II Division, P.O. Kalyani Khani, Adilabad District.

AND

The Management of M/s. Singareni Collieries Company Limited, Ramakrishnapur II Division, P.O. Kalyani Khani, Adilabad District.

APPEARANCES :

Sarvasri G. Bikshapathi, G. Vidya Sagar and G. C. Venkataswamy, Y. Vishwanatham and M. C. Subrahmanyam, Advocates—for the Workmen.

Sri K. Srinivasa Murthy, and Miss G. Sudha, Advocates and Sri R. China Venkata Raju, Welfare Officer, S. C. Co., Srirampur—for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012/57/84-D. IIKB dated 19-3-1986 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the management of M/s. Singareni Collieries Company Limited, Ramakrishnapur-II Division and their workmen to this Tribunal for adjudication.

"Whether the action of the management of M/s. Singareni Collieries Co. Ltd., Ramakrishnapur-II Division in dismissing Sri Thallapalli Banaiah, Coal Filler, Seerampur-I Incline with effect from 11-6-84 is justified? If not, to what relief is the workman entitled?"

This reference was registered as Industrial Dispute No. 17 of 1986 and notices were issued to the parties.

2. The claims statement filed by one T. Baniah Stating that he was appointed as Coal Filler in Singareni Collieries Company Limited, in the year 1978 and he was posted to

Srirampur I Incline and has been performing the duties to the ensure satisfaction of the superiors. It is his case that he was a confirmed employee in the Singareni Collieries. While so on 25-5-1983 when the empty tubes were not supplied as the pump was not working, all the employees in the Mine including the Petitioner requested the Trammer to supply the tubs and the Trammer Rajmalla was very adamant and exhibited hostile attitude towards the workman. On 26-5-1983 the petitioner did not attend the Mine. He did not even take part in the strike alleged to have been commenced by 26-5-1983. The Petitioner also did not indulge in any acts of abused or committed indiscipline acts on these days. While so on 13-6-1983 a charge sheet was issued to the Petitioner alleging the misconduct under the Standing Orders 16(5) and 16(9) without specific instances being mentioned in the charge sheet showing the alleged misconduct. Though he gave the explanation, a farce of an enquiry was held and ultimately without following any procedure contemplated under the standing orders, the petitioner was dismissed from service by an order dt. 10-6-1984. He requested the Management to withdraw the dismissal order as it was illegal and unreasonable. It is contended even on the basis of evidence available on record the charges cannot be held proved. The enquiry was conducted in a most arbitrary and illegal manner. The punishment of dismissal is most arbitrary and unjustified. The petitioner is not an Executive Member nor office bearer of any Trade Union. It is prayed to declare the action of the Management in dismissing him as illegal and unjustified by passing an award and to direct the Petitioner to reinstate him with full back wages and other attendant benefits.

3. In the counter filed by the Management it is admitted that the Petitioner was appointed in the year 1978 at Srirampur I Incline. It is also admitted that he was a confirmed employee in the Respondent-Company. According to the Management he misconducted himself and the Management issued a charge sheet on 13/23-6-1983 for abusing one T. Rayamalla, Trammer in filthy language for leaving the workspot without permission at 1.15 p.m. on 25-5-1983, for causing strike on 26-5-1983 in first shift by stopping other Coal fillers; for abusing Sri K. Babu Rao, Clerk in filthy language and threatening him without any provocation on 26-5-1983 at about 5.00 p.m. The allegation with regard to the incident on 25-5-1983 he was the cause for instigating of strike. During the enquiry in the charges Sri Baniah fully participated and he was afforded full and fair opportunity to defend his case. He was dismissed from the Company service after giving him full and fair opportunity. It is incorrect to say that the enquiry was false or it was conducted as per the principles of natural justice. It is really unfortunate that the workman after having participated in the enquiry intentionally not chosen to cross-examine the witnesses to take up in the Court that the enquiry was not conducted properly. The Management validly and legally issued dismissal order on 10-6-1984 of the charges levelled against him are specific and clear. The Court is requested to decide the validity of the domestic enquiry as a preliminary issue. All his allegations made in the claims statement are not tenable and it is also incorrect to say that the findings of the enquiry officer are perverse and that the charges cannot be held proved. Therefore the Tribunal may be placed to approve the action and reject various contentions raised by the petitioner-workman.

4. The reference was received in this Tribunal on 31-3-1986 and on 15-4-1986 Sri G. Bikshapathi and G. Vidya Sagar filed vakalats for the workmen and requested time for filing claims statement. For the Management Sri Balaji Narayan offered to file vakalat. Claims Statement was filed by the workmen on 3-6-1986 and Management filed vakalat on 4-6-1986 by Sri K. Srinivasa Murthy and Miss G. Sudha. The Management filed counter in the office on 4-8-1986 after the call work is over, and the Management filed Memo on 30-8-1986 to decide the coal whether the domestic enquiry was held properly or not as preliminary issue and filed domestic enquiry file in the Tribunal on 26-9-1986. While the workmen counsel and the workman were ready, the Management was called absent and they sought for adjournment.

5. On 14-10-1986 one D. China Venkata Raju, Welfare Officer for the Management present and filed a Memo of authorisation for the Management. He also filed M.P. No. 399/86 stating that they are not proceeding further in the industrial dispute as already stated in I.D. No. 41 of 1985 and also mentioned that they are moving an application for transfer of all their cases from this Tribunal to another Tribunal

and as such hearing may be deferred. After noting the objection of Sri G. Vidya Sagar that the matter in I.D. No. 41 of 1985 has no relevancy to this case; and after hearing him it is mentioned that the matter in I.D. No. 41 of 1985 has nothing to do with this case and it had no connection whatsoever to this matter and to the parties in this case. It is further mentioned that no evidence of any steps showing that this industrial dispute having been stayed is indicated as mentioned, therefore the said Memo M.P. No. 399/86 is rejected.

6. Sri Vidya Sagar filed a Memo conceding that the domestic enquiry conducted by the Management is fair and proper. So, for marking the documents and arguments regarding the quantum of punishment and legality of the dismissal the matter is posted to 30-10-1986.

7. On 30-10-1986 the Petitioner and his counsel were present while the Management and their counsel and authorised representative were absent. Again the matter is adjourned to 4-11-1986. On 4-11-1986 the Management filed another M. P. No. 428/86 by post stating the same reasons as mentioned in M. P. No. 399/86. Infact after hearing Sri G. Vidyasagar who objected. It is noted on the docket sheet of M.P. No. 428/86 as follows :

"In view of the orders dt. 4-9-1986 already passed by me in M. P. No. 278/86 in I. D. No. 41/85, all the matters on such frivolous petition cannot be deferred and the said petition was rejected also. Moreover no orders were received from the High Court of Andhra Pradesh staying this matter so far and there is no intimation in this matter filed by the Management. The Writ Petition M.P. No. 1595/86 filed by the Management in connection with I.D. No. 41/85 was also rejected by the High Court of Andhra Pradesh vide its order dt. 1-10-1986. Hence this petition is rejected." The matter again was adjourned to 29-11-1986.

8. On 29-11-1986 the counsel for the Workmen was present and ready, for the Management, on the other hand there was no representation. On 2-12-1986 to which date the matter was adjourned, out of the documents filed by the Management in the domestic enquiry he gave consent for marking three documents at S. No. 1, 3 and 9 and the same are marked as Exs. M1 to M3 by consent. The Counsel for the workmen objected for marking the other documents on the ground that they do not pertain to the domestic enquiry.

9. Thus again notice was issued to the Management while posting the matter to 2-12-1986 mentioning about the above facts. That the matter is adjourned to 22-12-1986. The Management did not come inspite of service of notice and appeared before the tribunal. Hence Notice is held sufficient on the Management and after hearing the arguments for the workmen from Sri G. Bikshapathi as there was no representation for the Management it is again adjourned for arguments of the Management if any to 30-12-1986. On 30-12-1986 Sri G. Bikshapathi counsel for the workmen present and the Management and their counsel and their authorised representative were absent. The workmen arguments were already completed and the argument of the management were treated as closed and reserved for award.

10. The admitted facts are the workman T. Baniah was Coal Filler appointed in the year 1976 at Srirampur I Incline and he was confirmed workman in the Singareni Collieries Company Limited. The workman conceded that the domestic enquiry is held properly by observing the formalities. The Management filed a domestic enquiry file into the Tribunal by 30th August 1986 and it is in evidence that the management refused to come to Tribunal from 4-9-1986 onwards. When the domestic enquiry is conceded to be done observing the principles of natural justice the only point left out is to see whether the legality of the sentence or quantum of the punishment on the available records is correct unless both parties have any additional evidence to be marked. The counsel for the worker who was present all through as per the docket sheet readings gave consent for marking the charge sheet as Ex. M1 and also marking workman's explanation given as Ex. M2 and the Enquiry proceeding as Ex. M3. The enquiry proceedings are from pages 9 to 48 and the same is marked as Ex. M3 and the explanation given by the workmen is

marked as Ex. M2 which is at page 3 and the charge sheet is marked as Ex. M1. Evidently pages 4 to 8 who objected by the workers counsel, the management is not represented even after repeated notices to explain that those pages are relevant.

11. The workman denied in his claims statement that he is either an Executive Member or Office bearer of any Trade Union and therefore that for the alleged incident on 25-5-1983 when number of workmen including himself did not attend the Mine on the ground of hostile attitude adopted by the Trammer Sri T. Rayamallu, they did not commence any work. He denied that he abused or did any acts of violence and misbehaved. According to him the charge sheet on 25-5-1983 while he was working in the first shift that he abused T. Rayamallu in filthy language and later at about 1.15 p.m. he left the workspot without permission and he stopped other coal fillers from attending the first shift on 25-5-1983 and thus he was responsible for an illegal strike along with other coal fillers in the Mine and that on 26-5-1983 he along with other coal fillers went to Sri K. Babu Rao, Clerk of the Office and abused him in filthy language and threatening him without any provocation and that these acts amounted to misconduct under Standing Orders of the Company 16(5), 16(18) and 16(19). The explanation given by the Petitioner is that he did not instigate anybody for strike on 26-5-1983 and that he did not abuse Rayamallu on 25-5-1983 and that he did not come to office on 26-5-1983 to abuse the Clerk K. Babu Rao. According to him they could not fill more than 10 tubs upto 2.00 p.m. on 25-5-1983 and the pump set was kept idle and the trammer and tindal were attempting to load the pump, but in vain and thus there was failure in the supply of coal to the depots and there was no quarrel at that time, and when they wanted to report the matter to the Manager he did not turn up. So on 26-5-1983 the Gang members went to the Colliery Manager's Office to report and ask for fall back wages and at that time they could hear shouting at the Pit mouth and therefore they stayed out of duty as there were none present at the mine. It is his case that he was native of Seetharampally village which is 7 kilometers and he also mentioned that he did come to office on 26-5-1983 upto 5.00 p.m. and it is illogical that he too came to office at 5.00 p.m. all the way from his village to abuse the clerk.

12. I evidently the record of enquiry would show that T. Baniah is a marksman. Even the statement of Ch. Ramulu Overman would show that T. Rayamallu, Trammer came to him at 3.00 p.m. and told as the empties were not there at the junction a. Tyndals are waiting since one hour due to delay in handling the pump set and at that time the coal filler Baniah along with other coal fillers abused him in filthy language. It is not spelt out what was the filthy language even in the enquiry report, as can be seen at page 14 of the enquiry proceedings. The complaint given him is not marked. It is said to be given to the Under Manager on 26-5-1983. He said that he went to the Under Manager and Coal Filler Baniah and his gang of coal fillers are asking with the Under Manager to give fall back wages and the Under Manager told them as they came at 1.15 p.m. they are not eligible for fall back wages and it is his case that T. Baniah coal filler along with other coal fillers went away and it is his case that all the coal fillers abused T. Rayamallu in filthy language as could be seen at pages 14 and 15. Next the other witness examined is K. Babu Rao, Clerk Grade II. According to him that he was on duty on 26-5-1983 at about 5.00 p.m. when he was on duty on Stores. Baniah, Coal filler alone with other coal fillers came to office and asked him to issue shoes and he reported that the shoes are not there and for that Baniah along with coal fillers abused him in filthy language and the same is recorded in Telugu to the effect that he is not prepared to give shoes why he was there and some vulgar words in Telugu were said to be used which are recorded and at that time some clerks were present in the office. But it is not mentioned in the charge sheet that the said clerks were present when he used abusive words. It is for the first time that the presence of clerks was brought into as if they were present and the said clerks were examined as other witnesses and it is said that abusive words were used and those two clerks remained verbatim as it is true. But there was no cross examination. It is said that he is not going to cross examine them and he is a thumb impressionist and there was no representative re-

presenting him at the time of enquiry. Infact T. Odelu, the under manager statement at pages 28 and 29 would reveal that T. Baniah and other Coal fillers filled one tub each and came to his office at 3.00 p.m. and represented to sanction fall back wages for which he explained that after enquiry from the Shift Overman and other Supervisory staff, he will look into their grievances and later when he enquired them with the other supervisory staff he came to know that Baniah and other Coal fillers left the place at 1.15 p.m. after filling one tub each and that Baniah and others abused Rayamallu for not being given preference in supplying empties and infact they wanted Trammer T. Rayamallu should promise before the God Durga to state facts as happened on 25-3-1985 as they did not agree for this, Baniah and other coal fillers left the place and on 27-5-1983 there was an enquiry and he found that Tyndals D. Narsiah had taken for repairing the pump motor upto 1.00 p.m. Therefore the empties could not be supplied for filling up the coal and the coal workers left the place on the ground that preference was given to others to show that they filled up only one tub each. Now on the face of evidence of T. Odelu Under Manager, the evidence of T. Rayamallu is demolished about the real cause for the dispute. The pump set was not working and it is not in order upto 1.00 p.m. and the empties were not supplied for coal filling in time and Rayamallu Trammer cannot find fault that the workmen (coal filler) as if they were not filled up the tubs as required, naturally there must have been altercation and it is the agreed case of Rayamallu as well as Odelu. Under Manager that the workers demanded full back wages as they were not responsible for not filling up the required number of tubs. Such a small matter could have been settled easily by using presence of mind and tackling the matter in a smooth way. The charge sheet showed as if Rayamallu was abused in a filthy language and noting was found from the evidence of anybody who was enquired into what filthy language was employed to T. Rayamallu except Rayamallu alone stating the alleged abusive language. The corroborative witnesses who were cited were not mentioned in charge sheet and they too did not say the real abusive language used by him.

13. Now there is some evidence regarding the coal filler Baniah abusing Babu Rao, Clerk. But in the charge sheet the socalled witness names were not mentioned. They were examined and not cross examined by the workman. They uniformly stated that Babu Rao was abused on 26-5-1983 at 5.00 p.m. On the other hand the explanation of the workman that for threatening persons on 26-5-1983 at 5.00 p.m. he did not come from his native village Seetharamapally which is at a distance of 7 kilometres and that the allegations were false. There is no cross examination of these witnesses and the workman is a marksmen. Thus the question to be seen is whether there is any misconduct under the Standing Orders of the Company 16(5) (riotous, disorderly or indecent behaviour) under 16(18) (leaving the place of work without permission) and under 16(19) (any breach of Indian Mines Act or any of the rules or bylaws under the Standing Orders. Now none of the coal workers who are gang Baniah was examined. There is no evidence that he is a leader or Trade Union activists or Executive Member of any Union. It is the case of the Management that Baniah and all the coal fillers struck work at 1.00 p.m. and the allegation being that Baniah and all coal fillers abused T. Rayamallu but the socalled abuses are not proved and further Under Manager Odelu gave a different version about the incident and infact the workers complained that the Pump set did not work till 1.00 p.m. and the empties were not supplied to them to fill the coal and therefore they were not at fault for not filling only one or two tubs as the case may be till that time. So this is a matter of evidence and admittedly pump set did not work upto 1.00 p.m. and how the coal fillers could be found fault for not filling up the tubs as required and when they protested that they should not be held responsible for not working of the pump set ? It cannot be said that their asking for fallback wages is an indecent behaviour or disorderly or riotous behaviour when there is not proof of abuses as seen from the evidence of Under Manager, mere asking for fall back wages from Under Manager in the given circumstances cannot be indecent behaviour. Similarly they

went to ask the Under Manager and as Under Manager promised to make enquiry and as Rayamallu was not prepared to accept by swearing before the Goddess Durga as they believed. All the workers left including Baniah, on the ground that fall back wages were not being paid and they have not been charged sheeted for not filling up the tubs. So the remaining charges is that he and others abused K. Babu Rao on the next date, the clerk examined two witnesses who were not mentioned in the charge sheet and they were not cited as witness also and the explanation given by the workmen would show that he did not come to the office at 5.00 p.m. on 26-5-1983 it seems reasonable and also possible and he is a marksmen he did not cross examine any witnesses. The evidence as recorded by the Enquiry Officer would show somany contradictions and inconsistencies.

14. After enforcement of Section 11-A of the Industrial Disputes Act, 1947 in connection with the case of disciplinary discharge or dismissal of a workman the question of whether the enquiry was proper and inconformity with principles of natural justice is not the only consideration. Now the Tribunal can come to a different conclusion from that an Enquiry Officer on the question as to whether the workman is guilty of misconduct or whether there has been an unfair labour practice or victimisation in the order of dismissal ? and whether the punishment imposed could be justified on the facts disclosed in the evidence. In KUNJUROMAN NAIR v. SECRETARY TO GOVERNMENT (1978-Lab. I.C. page 1169) the Tribunal has also got jurisdiction to go into the question whether the proved misconduct merited punishment of discharge or dismissal. If it finds that the proved misconduct did not deserve such serious punishment, it can award any lesser punishment. In other words, the Tribunal has the jurisdiction to interfere with the punishment and alter the same. Moreover in M.P. IRRIGATION KARAMCHARI SANGH v. STATE OF MADHYA PRADESH (1985 S.C. page 860) as well as in RAM AVTAR SHARMA v. STATE OF HARYANA (1985 (II) LLJ page 187) confers powers to the Tribunal to examine the cases of workmen whose services has been terminated either of discharge or dismissal qualitatively in the matter of nature of enquiry and quantitatively in the matter of adequacy or other wise of punishment.

15. Thus I hold that the none of the charges are proved as contemplated under Clauses 16(5), 16(18) and 16(19). At best it may be said that they left the work without their permission including Baniah on 25-5-1983. But the circumstances given by them would indicate that they were demanding for fall back wages and they should not be penalised for less filling of coal in the tubs and when there is no assurance when they left. Even then as they left without permission it may be violation of Standing Orders for that it is absurd to say that persons of permanent coal filler who was recruited in 1978 should be dismissed. The quantum of punishment is both disproportionate and also illogical and highly excessive and this would show that the Management adopted unfair labour practice and it amounted to victimisation by passing an order of dismissal. So having regard to the said circumstances I hold that the action of the Management of Singareni Collieries, Ramakrishnapur-II Division in dismissing Sri T. Baniah, Coal Filler, Sreerampur I Incline with effect from 11-6-1984 is not justified and he is entitled for reinstatement with back wages with stoppage of one increment while implementing the order and all other attendant benefits.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 22nd day of January, 1987.

Sd/-

INDUSTRIAL TRIBUNAL

Appendix of Evidence :

Witnesses Examined

for the Management :

NIL

Witnesses Examined

for the Workmen :

NIL

Documents marked for the Management :

Ex. M1 Charge Sheet dt. 13/23-6-83 issued to Thallapalli By consent Banaiah, Coal Filler, SRP. I Incline by the Colliery Manager, Srengampur No. I Incline, S.C. Co. Ltd., Ramakrishnapur Division-II, Bellampalli, Adilabad District (A.P.).

Ex. M2 Explanation dt. Nil submitted by Thallapalli By consent Banaiah to the Colliery Manager, SRP. I Incline.

Ex. M3 Enquiry Proceedings.

By consent.

Documents marked for the Workmen :

Nil

Dt. 29-1-87

J. VENUGOPALA RAO, Industrial Tribunal
[No. L-22012/57/84-D. III(B)]
V. K. SHARMA, Desk Officer

नंदि दिल्ली, 27 फरवरी, 1987

का. आ. 657--श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की भाग 17 के धनुसरण में, केन्द्रीय सरकार, मार्केट जीवन बीमा नियम के प्रबंधतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक प्रधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-2-1987 को प्राप्त हुआ था।

New Delhi, the 27th February, 1987

S.O. 657.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure in the Industrial Dispute between the employers in relation to the Life Insurance Corporation of India and their workmen, which was received by the Central Government on the 12th February, 1987.

BEFORE SHRI G. S. KALRA; PRESIDING OFFICER;
CENTRAL GOVT. INDUSTRIAL TRIBUNAL;
NEW DELHI

I.D. No. 70/86

In the matter of dispute between:

Shri S. K. Verma, Kothi No. 1, Sector 9, Panchkulla,
Distt. Ambala (Haryana)

Versus

The Zonal Manager, Life Insurance Corporation of India, New Delhi.

APPEARANCES:

Shri Jitender Sharma Advocate--for the workman.
Shri Devinder Singh Advocate with Shri K. K. Sharma--
for the Management.

AWARD

The Central Government in the Ministry of Labour vide Order No. L-17012/9/79-L.R.I-D.U.A dated 10th March, 1978 referred the following Industrial Dispute between the Management of Life Insurance Corporation of India and their workman Shri S. K. Verma for adjudication to this Tribunal which was registered as I.D. 28/78:

"Whether the action of the Management of Life Insurance Corporation of India, New Delhi in dismissing Shri S. K. Verma, Development Officer in Jalandhar Branch of the Corporation w.e.f. 8-2-69 is justified? If not, to what relief is the workman entitled?"

2. The Life Insurance Corporation raised a preliminary objection regarding the maintainability of the reference on the ground that Shri S. K. Verma was not a workman as defined in section 2(s) of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act). This objection was upheld by my predecessor Shri Mahesh Chandra by his Award dated 30-10-79 and it was held by him that the Development Officers in the Life Insurance Corporation of India are not workmen and consequently the order of reference was held to be incompetent. The Hon'ble High Court of Delhi concurred with this view and dismissed the Writ Petition filed by the workman. Later the Hon'ble Supreme Court of India set aside the Award of Shri Mahesh Chandra and by their judgement dated 2-9-83 as reported in 1983(2) LLJ 429 held that the Development Officer of the Life Insurance Corporation of India are workman within the meaning of Section 2(s) of the Act. The Award of Shri Mahesh Chandra and the judgment of the Hon'ble Delhi High Court was set aside and the dispute was remanded to this Tribunal for disposal in accordance with law.

3. On remand the dispute was adjudicated by my Id. Predecessor Shri O. P. Singla who by his award dated 10-2-1984 in I.D. 28/78 held the dismissal of Shri S. K. Verma to be wrongful and that the workman was entitled to reinstatement. The operative part of the Award is reproduced below:—

"In the result, the punishment imposed on the workman of dismissal from service is set aside, on the charges framed against him by the department being held not proved. Mr. Verma will be entitled to all the back wages and shall be reinstated in service by the Life Insurance Corporation of India. He shall also have other benefits due to him on the basis that he continued to be in service of Life Insurance Corporation and his services were never terminated. The L.I.C. shall pay him Rupees one thousand as costs of this Reference and shall refund call-charges recovered from Mr. S. K. Verma."

4. Some disputes and differences arose between the parties on the interpretation of the said Award of Shri O. P. Singla. The Central Government in exercise of its powers under section 36(a) of the Act vide its notification No. L-17012/9/79-L.R.I-p.II(A)-D.IV(A) dated 30th May, 1986 referred the following question for decision to the Central Government Industrial Tribunal, Chandigarh:

"Whether the Award, relating to reinstatement of Shri S. K. Verma, Development Officer in the Jullundur Branch of Life Insurance Corporation of India alongwith other benefits due to him on the basis that he continued to be in service of Life Insurance Corporation of India and his Services were never terminated, given by the Central Government Industrial Tribunal, New Delhi and published with the notification of the Government of India in the Ministry of Labour S.O. 769 dated 28th February, 1984 should be deemed to include promotion?".

5. Later by an order dated 22-8-86 the proceedings were withdrawn from the Central Government Industrial Tribunal Chandigarh and transferred to this Tribunal for adjudication. The parties have filed their pleadings to indicate the nature of differences and difficulties that have arisen with regard to the interpretation of the Award of Shri O. P. Singla.

6. The workman in his statement of claim has stated that the Corporation has implemented the award dated 10-2-84 of Shri O. P. Singla to the following extent:

- (a) the workman was asked to join duty as Development Officer in Unit 2, Jallandhar, the place of his initial posting.
- (b) he has been paid his full back-wages and all increments.
- (c) he has been given all increments on the basis that the work of the workman during this period was quite satisfactory. He was allowed to cross the efficiency bar on the due date.

7. He has further stated as under:

- (i) That the workman has however not been granted promotion to the post of Branch Manager, the post he was entitled to but for his wrongful dismissal and in the meantime his juniors have been promoted. Despite his representations he has been denied the promotion.
- (ii) That the workman then filed an appeal dated 20th September, 1984 to the Chairman of the Corporation at Bombay for grant of promotion due to him the reply received dated 22nd February, 1985 was only to the effect "period from 1969—1984 will be taken into account for purposes of reckoning your seniority if you are otherwise eligible or when you become eligible for promotion."
- (iii) That the demand of the workman for proper implementation of the Award was not accepted by the Corporation and therefore he was left with no alternative but to seek the intervention of the Labour Ministry for adjudication of his legitimate claim.
- (iv) That the action of the Corporation in not promoting the workman to the post of the Branch Manager with effect from the appropriate date is illegal, arbitrary and unjustified.
- (v) that the Award dated 10th February, 1984 had clearly held that the workman should be treated as if he had continued in services and his services had never been terminated. This makes it clear that the workman should have been deemed to have worked for the period 1969 to 1984 and all the benefits due to him, should have been granted. Promotion to the post of Branch Manager is a benefit which would have accrued to the workman had he continued to be in service. Especially so, when there is nothing on the record against the workman and that the Corporation has granted all the increments and treated the work between 1969 to 1984 as quite satisfactory. And further allowed the workman to cross the efficiency bar on the due date.
- (vi) That the Corporation is further unjustified, in denying promotion to the workman while granting it to Shri S. K. Behal and several other persons who were juniors to the workman.
- (vii) That had the services of the workman not been terminated he would have been promoted before the junior persons referred to above."

8. The workman has therefore, prayed that the Award dated 10-2-84 of Shri O. P. Singla published in the Gazette of India dated 10-3-84 may be held to include promotion.

9. The Management in its written statement controverted the claim and allegations of the workman. The Management has inter alia made the following submissions:

- (a) The contentions of the Management are, inter alia, that Shri Verma has wrongly assumed as if the direction regarding his entitlement to all the back wages and other benefits would include the alleged claim for promotion, which is contrary to the service rules in this regard.
- (b) It is stated that promotion of an employee to a higher post is governed by Regulation 7(3) of the Staff Regulations, 1960 and is based on merits, suitability of the candidates for particular post and seniority, seniority being only one of the requisites for eligibility for being considered for promotion. The same criteria apply for promotion of a Development Officer to Class-I cadre. The question of Shri Verma being found to be eligible for promotion on merit and suitability according to the laid down Rules could not arise at all since there was no possibility of his merit and suitability being judged in accordance with the said rules.
- (c) It is obvious that the claim for promotion made by Shri Verma as if it is a part of the other benefits to be given to him alongwith the back wages in terms of the Award, is wholly misconceived. The other benefits referred to in the Award could only mean such benefits which were related to the services conditions existing and applicable to Shri Verma upon his reinstatement by virtue of the Award.
- (d) It is stated that Shri Verma has been rightly reinstated in Class-II post as Development Officer which was the post to which he was required to be reinstated. There being no direction by the Award for promotion of Shri Verma from Development Officer to the Class-I Officer as claimed by him which, it is submitted, could not have been validly given at all and, as a matter of fact, the direction in the Award being to the contrary, that is, to reinstate him as Development Officer in Class-II, the dispute raised by Shri Verma for being promoted is wholly inconsistent with and contrary to as well as entirely outside the ambit and purview of the Award.
- (e) It is stated that Shri Verma has been deemed to be in service during the period of his non-employment by the Corporation and thus this period has already been taken into account for computation of his seniority. However, since there is no automatic promotion on the basis of seniority only envisaged under the Staff Regulations, but there are other requirements and considerations for promotion, for example, merit and suitability, which could be considered only from actual working and not on the basis of deemed service, no claim for promotion could lie in any event.
- (f) There was no question of Shri S. K. Verma being granted any promotion since he was not entitled to the same. Even if Shri S. K. Verma had continued to be employed and had not been dismissed from service, in any event, he would not have been entitled to be promoted. The promotion is not automatic or on the basis of seniority alone. Therefore, whether any junior of Shri S. K. Verma at any point of time stood promoted, it is not relevant and cannot be a ground for promotion of Shri S. K. Verma. It is also pertinent to mention that there could be no question of Shri S. K. Verma being promoted in terms of the Award since this could not be a question arising in the adjudication decided by the Award. It appears that even according to Shri S. K. Verma, he could have only a chance to promotion. There can be no question of promotion contrary to the relevant terms and conditions applicable in case of such promotions under the relevant laid down criteria for promotion and the Regulations."

10. Hence it was prayed by the Management that the impugned Award may be held not to include promotion.

11. When the case was fixed for arguments on 20-1-87 the Corporation moved an application that they may be permitted to lead oral evidence. This was objected to by the workman. It is a reference under section 36-A of the Act. For facility of reference the provisions of Section 36-A are reproduced below:

"36-A. Power to remove difficulties.—(1) If, in the opinion of the appropriate Government any difficulty or doubt arises as to the interpretation of any provision of an award or settlement, it may refer the question to such Labour Court, Tribunal or National Tribunal as it may think fit.

(2) The Labour Court, Tribunal or National Tribunal to which such question is referred shall, after giving the parties an opportunity of being heard, decide such question and its decision shall be final and binding on all such parties."

12. The section makes it clear that the Tribunal shall after giving the parties an opportunity of being heard decide the question. The expression "heard" cannot include opportunity to lead evidence as well. Moreover it is not a fresh dispute to be adjudicated. There is already an Award. No evidence is required to interpret the document. I am fortified in my view by the judgment of the Hon'ble High Court of Judicature, Punjab in the case between Atlas Cycle Industry Ltd. & State of Punjab and others 1962 (1) LLJ 534 wherein while dealing with the scope of enquiry under section 36-A of the Act, it was held as under:

"As an abstract proposition of law it must be said that a document has to be interpreted on its own terms and at the most in the light of the surrounding circumstances of the case and the intention of the parties. It would not be necessary or even proper to record evidence for the purposes of interpreting a document."

13. The application of the Management is, therefore, without any merit and is rejected.

14. I have heard the counsel for the parties and given my anxious consideration to the entire facts and circumstances of this case. The contention of Shri Jitender Sharma Id. representative of the workman is that the Award of Shri Singla while directing reinstatement of Shri S. K. Verma with all the back wages was at pains to further specify that he shall also have other benefits due to him on the basis that he continued to be in service of Life Insurance Corporation and his services were never terminated. The emphasis was on the additional direction that he continued to be in service and his services were never terminated. Thus he should be deemed to have worked during this period and that not only there is nothing adverse against him on record but there is a positive factor that on reinstatement while giving him arrears of pay and fixing his salary he has been allowed to cross two efficiency bars in the scale of pay that was applicable to him. He further stated that an employee is allowed to cross efficiency bar in his scale of pay only when his service is considered meritorious, and thus the period between the termination of service and reinstatement is to be deemed to be meritorious. He further contended that if he had continued to work, which he has now been deemed to have done as per the Award, he would have been considered for promotion and promoted on the basis of his seniority and merit. However, he was not considered for promotion because of his wrongful dismissal which has been set aside. As a consequence his juniors have been promoted and are posted in positions above him. He has further contended that the expression that the workman shall be deemed to have continued to be in service as though his services were never terminated clearly implies that it included promotion and that he would be entitled to be promoted.

15. Shri Davinder Singh appearing for the Management contended that promotion is not based on seniority alone. He has referred to sub-Regulation 3 of Regulation 7 of the Staff Regulations framed under the provisions of the Life Insurance Corporation Act which is reproduced below:

"(3) Promotion shall be based on merit, suitability of the candidate for a particular post and seniority.

Merit and suitability may be judged by confidential reports and/or interviews and/or examinations.

16. Shri Davinder Singh has further stated that as Shri S. K. Verma was not actually working and is only deemed to have been working, his performance cannot be evaluated to judge his merit and suitability. Seniority is only one of the factors to be considered for promotion. He also referred to the rules of promotion for the years 1983, 1984 and 1986 placed on record by the Management. He has sought to assert that according to promotion rules, marks are to be given for various things as detailed in the rules and on the aggregate of marks secured by a candidate promotion is decided upon. Since Shri S. K. Verma was not actually working, he has argued, there was no occasion for the Management to do this marking in his case. So far as these promotion rules are concerned, apart from the fact that these are not to be considered for interpreting the award, Shri Jitender Sharma representative of the workman has rightly argued that these rules being for the years 1983, 1984 and 1986 are irrelevant for determining the issue. He has argued that Shri S. K. Verma was dismissed in 1969 and has been ordered to be reinstated by Award dated 10-2-84 and the occasions for promotion of Shri S. K. Verma were much earlier and the rules prevalent then could have some bearing if any and not those which relate to the period after his reinstatement are just prior to his reinstatement, there is merit in this contention of Shri Jitender Sharma and is accepted.

17. Shri Davinder Singh representative of the Management has further argued that promotion in the course of industrial employment is a prerogative and discretion of the Management and it is not a matter of course and in support of his contention he has cited the authorities Hindustan Lever Limited Vs. their Workmen 1974(1) LLJ 94 Supreme Court; Brooke Bond India Pvt. Ltd. Vs. Their Workmen 1963(1) LLJ 256 Supreme Court; and Vishnu Sagar Mills Ltd. Vs. Their Workmen 1960(2) LLJ 272 at 274-75. He has also argued that the question whether a particular employee should be promoted from one grade to the higher grade depends not only on the length of service but also on his efficiency and other qualifications for the post to which he seeks to be promoted and even the seniormost workman has no right to claim promotion, seniority being only a small part in the matter of promotion and in support he has relied upon All India Reserve Bank Employees Federation Vs. Reserve Bank of India 1965(2) LLJ 175 at 196 Supreme Court. Shri Davinder Singh has further stated that the Management does not have a discretion in the matter of promotion only where the promotion is granted under standing orders, rules or conventions is autocratic and not otherwise, and he has cited the authority. The workmen of William Magor & Co. Ltd. Vs. Williamson Magor and Co. Ltd. 1982 (1) LLJ 33 at 38 Supreme Court. He has further contended that the Industrial Tribunal has no power or jurisdiction to direct any workman to be promoted even in a case where it may be found that promotions have been wrongly made and the Industrial Tribunal can merely set aside promotions and ask the employer to consider the case of superseded employee or decide whom to promote after considering the relevant records to all eligible employees and he has relied upon 1961 (1) LLJ 402 Supreme Court; 1974 (1) LLJ 94, and 1982 (1) LLJ 33 at 38 Supreme Court. In the first instance, these legal propositions and citations were not put forward at the time of arguments and were filed only subsequently and, therefore, the Id. representative of the workman had no opportunity to give his reply. However, no fault can be found with the legal propositions as put forward by Shri Davinder Singh but these are quite irrelevant to the question which is to be answered in this reference. The question to be answered is whether on the facts and circumstances as disclosed by the award and the pleadings of the parties, promotion to Shri S. K. Verma is to be deemed to be included in the relief granted by Shri O. P. Sinha in his award dated 10-2-1984. While it is true that in normal circumstances promotion is not based on seniority alone and in accordance with the staff regulations of the Life Insurance Corporation of India merit and suitability is also to be considered, yet the merit and suitability is to be judged on the basis of the work and performance during the previous years but in the present case the workman having been dismissed from service did not have the opportunity to actually work and show his performance and is to be deemed to

have worked during all the previous years and his services are to be deemed never to have been terminated. There is the additional circumstance that he has been allowed to cross the efficiency bars in his scale of pay which leads to an inference that he was deemed to be efficient and his performance satisfactory when he was allowed to cross efficiency bars. During this period there is nothing adverse against him as it could not be so. In this view of the matter his merit in the service during the relevant years stands established. So far as the suitability to concerned, the seniority and merit itself established the suitability. Once again there is nothing which could show that he is not suitable, for promotion.

18. There is yet another aspect of the matter. The dismissal of the workman having been set aside and it having been directed that his services are deemed not to have been terminated, how is he to be restored to his position throughout. His juniors have been admittedly promoted. It is not that he was considered for promotion and on merit was held not fit for promotion. In fact he has not been considered at all. Thus with no fault on his part, he has to work under his juniors throughout his service. Apart from financial loss in service it is a humiliation to be made to work under juniors for no apparent fault. This amounts to a punishment or at least a consequence of punishment which has been set aside, and is presumed never to have been inflicted. Thus the situation is, while the punishment of termination of service has been wiped out yet its adverse consequence will remain unless promotion is deemed to have been included amongst the benefits of reinstatement, particularly in this case.

19. Shri Davinder Singh I.d. representative of the management sought to show that there are many Development Officers who are senior to Mr. S. K. Verma who have not been promoted. No reason or circumstance for their non-promotion could be discerned from the record. However, Shri Jitender Sharma, Id. representative of the workman countered by stating that as Development Officers they are entitled to commission on the business introduced and some of the Development Officers earn substantial commission and are thus not interested in promotion. To support his argument Shri Jitender Sharma pointed out the following observations in judgment of the Hon'ble Supreme Court relating to this very dispute while deciding the preliminary objection of the management as to whether Shri S. K. Verma was a workman under the Act, reported in 1983 (2) LLJ 429 at page 432 :—

"Shri G. L. Sanghi, Learned Counsel for the Life Insurance Corporation, told us that Development Officers are also entitled to be paid a certain commission in addition to the salary and that in the case of some Development Officers, quite fantastic

sums have been paid to them by way of commission. It may be so. A few of the Development Officers may have been very fortunate in that the agents working within their jurisdiction had done excellent business said that entitled them to earn a good commission. But we are told there are more than six thousand Development Officers and nothing has been said about the average commission earned by them or the commission earned by the present petitioner himself."

20. It is the further contention of Shri Davinder Singh that the question of promotion was neither the subject matter of the reference in which the award was made nor such a claim was made by the workman in his statement of claim as also rejoinder and there was not issued regarding this question. This contention is quite facile because when the order of reference was made the workman was only concerned with the order of his dismissal and reinstatement in service and there was no question of his seeking any relief relating to promotion at that time since there was no dispute regarding promotion at that time. The question of promotion has arisen only because of the time gap between the order of termination and the order of reinstatement for which the Management itself is responsible to a great extent. Therefore, the fact that some of the Development Officers senior to Shri S. K. Verma have not been promoted is wholly irrelevant and no help can be got from this by the Management.

21. In view of the discussions made above, it is held that the award dated 10-2-84 given by Shri O. P. Singla, the then Presiding Officer, Central Government Industrial Tribunal, New Delhi and published vide the notification of the Government of India under the Ministry of Labour S.O. 769 dated 28-2-84 relating to reinstatement of Shri S. K. Verma, Development Officer in the Jullundur Branch of the Life Insurance Corporation of India alongwith other benefits due to him on the basis that he continued to be in service of Life Insurance Corporation of India and his services were never terminated, will necessarily include promotion when it became due to him. The reference is answered accordingly. The workman is awarded Rs. 500 as costs for these proceedings.

Further it is ordered that requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

30th January, 1987.

G. S. KALRA, Presiding Officer
[No. L-17012/9/71/LR-I/D. II(A)|D.IV(A)]
K. J. DYVA PRASAD, Desk Officer